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भारत का राजपत्र
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इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

वित्त मंत्रालय

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 18 जनवरी, 2019

का.आ. 366—यत: दिनांक 22.1.2014 की अधिसूचना के द्वारा श्री के. वीरा ब्रह्माजी राव को कार्यभार ग्रहण करने की तारीख से पांच वर्ष की अवधि के लिए या अगले आदेशों तक, जो भी पहले हो, पंजाब नैशनल बैंक में कार्यपालक निदेशक के पद पर नियुक्त किया गया था:

और यत: श्री के. वीरा ब्रह्माजी राव को राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के पैरा 8 के उप-पैरा (4) के उपबंधों के अनुसार दिनांक 3.7.2018 के पत्र के तहत कारण बताओ नोटिस देकर उनसे यह पूछा गया था कि क्यों न उन्हें कार्यपालक निदेशक के पद पर रहते हुए पंजाब नैशनल बैंक के कार्यकरण पर समुचित नियंत्रण रखने में असफल रहने के लिए पद से हटा दिया जाए, जिसके कारण बैंक की ब्रैडी हाऊस शाखा, मुम्बई में एसडब्ल्यूआईएफटी (स्विफ्ट) का दुरुपयोग करके धोखाधड़ी की गई, जिसका कई वर्षों तक पता नहीं चल सका, जिससे बड़ी राशि की धोखाधड़ी हुई:

और यत: पंजाब नैशनल बैंक के बोर्ड से भी उक्त उप-पैरा (4) के उपबंधों के संदर्भ में परामर्श किया गया था:

और यत: कारण बताओ नोटिस के जवाब में श्री के. वीरा ब्रह्माजी राव के उत्तर और पंजाब नैशनल बैंक के बोर्ड की टिप्पणियों सहित इस मामले पर विचार करते हुए और पंजाब नैशनल बैंक के कार्यपालक निदेशक के पद पर श्री के. वीरा ब्रह्माजी राव के बने रहने पर विचार पंजाब नैशनल बैंक में उनके उक्त पद (शीर्ष प्रबंधन) की असफलता के संदर्भ में करते हुए, केन्द्रीय सरकार इससे संतुष्ट है कि उन्हें उक्त पद से हटाना पंजाब नैशनल बैंक के हित में समयोचित है:

अत: अब बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 9 के अंतर्गत प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार द्वारा बनाई गई राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के पैरा 8 के उप-पैरा (4) के उपबंधों के अंतर्गत प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, इससे संतुष्ट होने पर कि श्री के. वीरा ब्रह्माजी राव को पंजाब नैशनल बैंक के कार्यपालक निदेशक के पद से हटाना पंजाब नैशनल बैंक के हित में समयोचित है, उन्हें, एतद्वारा, इस पद से तत्काल हटाती है।

यह उच्च न्यायालय, नई दिल्ली में के. वी. ब्रह्माजी राव बनाम भारत संघ के मामले में रिट याचिका (सी) 14014/2018 के परिणाम के अध्यधीन है।

[फा. सं. 16/13/2018-बीओ-I]

संजय कुमार, निदेशक

MINISTRY OF FINANCE

(Department of Financial Services)

New Delhi, the 18th January, 2019

S.O. 366.— Whereas Shri K. Veera Brahmaji Rao was appointed as Executive Director, Punjab National Bank, *vide* notification dated 22.1.2014, for a period of five years from the date of his taking over the charge of the post or, until further orders, whichever is earlier:

And whereas, Shri K. Veera Brahmaji Rao, was given opportunity in terms of the provisions of sub-paragraph (4) of paragraph 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, to show cause *vide* letter dated 3.7.2018 why he should not be removed from office for having failed in exercising proper control over the functioning of Punjab National Bank while serving as its Executive Director, which enabled the fraud in the bank through misuse of SWIFT at the bank's Brady House, Mumbai Branch to persist undetected for several years, snowballing into a large amount:

And whereas, the Board of Punjab National Bank was also consulted in terms of the provisions of sub-paragraph (4) *ibid.*:

And whereas, after considering the matter, including Shri Rao's reply to the show cause notice and the comments of the Board of Punjab National Bank, and considering that Shri K. Veera Brahmaji Rao's continuation in office as Executive Director, Punjab National Bank needs to be viewed in the context of his failure in like [top management] capacity in Punjab National Bank, the Central Government is satisfied that it is expedient in the interests of Punjab National Bank to remove him from the said office:

Now, therefore, in exercise of the powers conferred under the provisions of sub-paragraph (4) of paragraph 8 of the Nationalised Banks (Management and Miscellaneous Provision) Scheme, 1970, made by the Central Government in exercise of powers under section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, the Central Government hereby removes Shri K. Veera Brahmaji Rao from the office of Executive Director of Punjab National Bank, with immediate effect, for the reason that it is satisfied that it is expedient in the interest of Punjab National Bank to so remove.

This is subject to outcome of the W.P. (C)14014/2018 in the matter of K. V. Brahmaji Rao V/s Union of India, in the High Court of Delhi at New Delhi.

[F. No. 16/13/2018-BO-I]

SANJAY KUMAR, Director

नई दिल्ली, 18 जनवरी, 2019

का.आ. 367.—यत: दिनांक 15.9.2016 की अधिसूचना के द्वारा श्री संजीव शरण को कार्यभार ग्रहण करने की तारीख से, दिनांक 31.5.2019 अर्थात् उनकी अधिवर्षिता की तारीख तक या अगले आदेशों तक, जो भी पहले हो, पंजाब नैशनल बैंक में कार्यपालक निदेशक के पद पर नियुक्त किया गया था:

और यत: श्री संजीव शरण को राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के पैरा 8 के उप-पैरा (4) के उपबंधों के अनुसार दिनांक 3.7.2018 के पत्र के तहत कारण बताओ नोटिस देकर उनसे यह पूछा गया था कि क्यों न उन्हें कार्यपालक निदेशक के पद पर रहते हुए पंजाब नैशनल बैंक के कार्यकरण पर समुचित नियंत्रण रखने में असफल रहने के लिए पद से हटा दिया जाए, जिसके कारण बैंक की ब्रैडी हाऊस शाखा, मुम्बई में एसडब्ल्यूआईएफटी (स्विफ्ट) का दुरुपयोग करके धोखाधड़ी की गई, जिसका कई वर्षों तक पता नहीं चल सका, जिससे बड़ी राशि की धोखाधड़ी हुई:

और यत: पंजाब नैशनल बैंक के बोर्ड से भी उक्त उप-पैरा (4) के उपबंधों के संदर्भ में परामर्श किया गया था:

और यत: कारण बताओ नोटिस के जवाब में श्री संजीव शरण के उत्तर और पंजाब नैशनल बैंक के बोर्ड की टिप्पणियों सहित इस मामले पर विचार करते हुए और पंजाब नैशनल बैंक के कार्यपालक निदेशक के पद पर श्री संजीव शरण के बने रहने पर विचार पंजाब नैशनल बैंक में उनके उक्त पद (शीर्ष प्रबंधन) की असफलता के संदर्भ में करते हुए, केन्द्रीय सरकार इससे संतुष्ट है कि उन्हें उक्त पद से हटाना पंजाब नैशनल बैंक के हित में समयोचित है:

अत: अब बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 9 के अंतर्गत प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार द्वारा बनाई गई राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के पैरा 8 के उप-पैरा (4) के उपबंधों के अंतर्गत प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, इससे संतुष्ट होने पर कि श्री संजीव शरण को पंजाब नैशनल बैंक के कार्यपालक निदेशक के पद से हटाना पंजाब नैशनल बैंक के हित में समयोचित है, उन्हें, एतद्वारा, इस पद से तत्काल हटाती है।

[फा. सं. 16/13/2018-बीओ-I]

संजय कुमार, निदेशक

New Delhi, the 18th January, 2019

S.O. 367.—Whereas Shri Sanjiv Sharan was appointed as Executive Director, Punjab National Bank, *vide* notification dated 15.9.2016, with effect from the date of his taking over charge of the post, and up to 31.5.2019, *i.e.,* the date of his superannuation, or until further orders, whichever is earlier:

And whereas, Shri Sanjiv Sharan, was given opportunity in terms of the provisions of sub-paragraph (4) of paragraph 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, to show cause *vide* letter dated 3.7.2018 why he should not be removed from office for having failed in exercising proper control over the functioning of Punjab National Bank while serving as its Executive Director, which enabled the fraud in the bank through misuse of SWIFT at the bank's Brady House, Mumbai Branch to persist undetected for several years, snowballing into a large amount:

And whereas, the Board of Punjab National Bank was also consulted in terms of the provisions of sub-paragraph (4) *ibid.*:

And whereas, after considering the matter, including Shri Sharan's reply to the show cause notice and the comments of the Board of Punjab National Bank, and considering that Shri Sanjiv Sharan's continuation in office as Executive Director, Punjab National Bank needs to be viewed in the context of his failure in like [top management] capacity in Punjab National Bank, the Central Government is satisfied that it is expedient in the interests of Punjab National Bank to remove him from the said office:

Now, therefore, in exercise of the powers conferred under the provisions of sub-paragraph (4) of paragraph 8 of the Nationalised Banks (Management and Miscellaneous Provision) Scheme, 1970, made by the Central Government in exercise of powers under section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, the Central Government hereby removes Shri Sanjiv Sharan from the office of Executive Director of Punjab National Bank, with immediate effect, for the reason that it is satisfied that it is expedient in the interest of Punjab National Bank to so remove.

[F. No. 16/13/2018-BO-I]

SANJAY KUMAR, Director

नई दिल्ली, 6 फरवरी, 2019

का.आ. 368.—भारतीय स्टेट बैंक अधिनियम, 1955 (1955 का 23) की धारा 20 की उप-धारा (3क) के साथ पठित धारा 19 के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री गिरीश कुमार आहुजा (जन्म तिथि: 29.5.1946) को इस अधिसूचना की तारीख से एक वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, भारतीय स्टेट बैंक के केन्द्रीय निदेशक मण्डल में अंशकालिक गैर-सरकारी निदेशक के पद पर पुन: नामित करती है।

[फा. सं. 6/31/2018-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 6th February, 2019

S.O. 368.—In exercise of the powers conferred by clause (d) of section 19, read with sub-section (3A) of section 20 of the State Bank of India Act, 1955 (23 of 1955), Central Government, hereby re-nominates Shri Girish Kumar Ahuja (DOB: 29.5.1946) as part-time non-official director on the Central Board of Directors of State Bank of India, for a period of one year from the date of this notification, or until further orders, whichever is earlier.

[F. No. 6/31/2018-BO.I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 6 फरवरी, 2019

का.आ. 369.—भारतीय स्टेट बैंक अधिनियम, 1955 (1955 का 23) की धारा 20 की उप-धारा (3क) के साथ पठित धारा 19 के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, डॉ. पुष्पेन्द्र राय (जन्म तिथि: 2.6.1953) को इस अधिसूचना की तारीख से एक वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, भारतीय स्टेट बैंक के केन्द्रीय निदेशक मण्डल में अंशकालिक गैर-सरकारी निदेशक के पद पर पुन: नामित करती है।

[फा. सं. 6/1/2018-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 6th February, 2019

S.O. 369.—In exercise of the powers conferred by clause (d) of section 19, read with sub-section (3A) of section 20 of the State Bank of India Act, 1955 (23 of 1955), Central Government, hereby re-nominates Dr Pushpendra Rai (DOB: 2.6.1953) as part-time non-official director on the Central Board of Directors of State Bank of India, for a period of one year from the date of this notification, or until further orders, whichever is earlier.

[F. No. 6/1/2018-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 11 फरवरी, 2019

का.आ. 370.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के पैरा 8 के उप-पैरा (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार, एतद्वारा, विजया बैंक की महाप्रबंधक, सुश्री मणिमेखलई ए. (जन्म तिथि 4.3.1966) को उनके कार्यभार ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए, अथवा अगले आदेशों तक, जो भी पहले हो, केनरा बैंक के कार्यपालक निदेशक के पद पर नियुक्त करती है।

[फा. सं. 4/5/2018-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 11th February, 2019

S.O. 370.—In exercise of the powers conferred by clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with sub-paragraph (1) of paragraph 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, Central Government hereby appoints Ms Manimekhalai A. (DOB: 4.3.1966), General Manager, Vijaya Bank as Executive Director, Canara Bank, for a period of three years with effect from the date of assumption of office, or until further order, whichever is earlier.

[F. No. 4/5/2018-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 6 मार्च, 2019

का.आ. 371.—केन्द्र सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम संख्या 25) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए निम्नलिखित अपराधों को उन अपराधों के रूप में विनिर्दिष्ट करती है जिनकी जांच भी दिल्ली विशेष पुलिस स्थापना द्वारा की जानी है।

(क) भ्रष्टाचार उन्मूलन (संशोधन) अधिनियम, 2018 (2018 का अधिनियम संख्या 16) के अंतर्गत दंडनीय अपराध तथा

(ख) उक्त मामले से सम्बद्ध या प्रासंगिक प्रयासों, दुष्प्रेरणाओं और षड़यंत्रों तथा उसी संव्यवहार में किए गए या उन्हीं तथ्यों से उत्पन्न किसी अन्य अपराध या अपराधों के लिए।

[फा. सं. 228/03/2019-एवीडी-II]

एस.पी.आर. त्रिपाठी, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 6th March, 2019

S.O. 371.—In exercise of the powers conferred by Section 3 of the Delhi Special Police Establishment Act, 1946 (Act No.25 of 1946), the Central Government hereby specifies the following offences to be investigated by the Delhi Special Police Establishment namely:-

(a) Offences punishable under The Prevention of Corruption (Amendment) Act, 2018 (Act No. 16 of 2018) and

(b) Attempts, abetments and conspiracies in relation to or in connection with the above mentioned offences and any other offence or offences committed in the course of the same transaction or arising out of the same facts.

[F. No. 228/03/2019-AVD-II]

S.P.R. TRIPATHI, Under Secy.

मानव संसाधन विकास मंत्रालय

(उच्चतर शिक्षा विभाग)

नई दिल्ली, 2 मार्च, 2019

का.आ. 372.—केन्द्र सरकार, इस मंत्रालय की दिनांक 23 नवंबर, 2016 और 29 जून, 2017 तथा 13 दिसंबर 2018 की समसंख्यक अधिसूचनाओं के अनुसरण और ओरोविले प्रतिष्ठान अधिनियम 1988 (1988 का 54) की धारा 12 के साथ पठित धारा 11 के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एतद्वारा श्री एम. मदन गोपाल, आईएएस(सेवानिवृत्त), पूर्व अपर मुख्य सचिव, वन, पर्यावरण और पारिस्थितिकी विभाग, कर्नाटक सरकार, मथ्रु कुटीर, सी – 6, 1- बी - मेन, आईएएस कॉलोनी, एचएसआर लेआउट, सेक्टर – 6, बैंगलोर – 560 102, को इस अधिसूचना के प्रभावी होने की तिथि से और दिनांक 23 नवंबर, 2016 की समसंख्यक अधिसूचना के माध्यम से अधिसूचित ओरोविले प्रतिष्ठान के शासी बोर्ड के आरंभिक गठन के कार्यकाल तक ओरोविले प्रतिष्ठान के शासी बोर्ड का सदस्य मनोनीत करती है।

[फा.सं. 27-9/2012-यूयू]

डॉ. एन. सरवण कुमार, संयुक्त सचिव

MINISTRY OF HUMAN RESOURCE DEVELOPMENT

(Department of Higher Education)

New Delhi, the 2nd March, 2019

S.O. 372.—In continuation of this Ministry's Notifications of even number dated 23rd November, 2016 and 29th June, 2017, 13th December, 2018 and in exercise of the powers conferred by Section 11 read with section 12, of the Auroville Foundation Act, 1988 (54 of 1988), the Central Government hereby nominates Shri M. Madan Gopal, IAS (Retired), Former Additional Chief Secretary, Department of Forest, Environment and Ecology, Government of Karnataka, Mathru Kutir, C-6, 1st B-Main, IAS Colony, HSR Layout, Sector-6, Bangalore - 560102, as member of the Governing Board of the Auroville Foundation for a period effective from the date of notification and up to the term of the initial constitution of the Governing Board of Auroville Foundation, notified vide Notification of even number dated 23rd November, 2016.

[F. No. 27-9/2012-UU]

Dr. N. SARAVANA KUMAR, Jt. Secy.

कोयला मंत्रालय

नई दिल्ली, 8 मार्च, 2019

का.आ. 373.—केन्द्रीय सरकार को यह प्रतीत होता है कि इससे उपाबद्ध अनुसूची में उल्लिखित परिक्षेत्र की भूमि से कोयला अभिप्राप्त किए जाने की संभावना है ।

और, उक्त अनुसूची में उल्लिखित भूमि के क्षेत्र के ब्यौरो को अंतर्विष्ट करने वाली रेखांक संख्या एमसीएल/एचए/अधिसूचना/2018-19/01, तारीख 5 दिसम्बर, 2018 का निरीक्षण, निदेशक तकनीकी (संचालन), महानदी कोलफील्ड्स लिमिटेड, जागृति विहार, डाकघर बुर्ला, जिला सम्बलपुर-768018, ओडिशा के कार्यालय में या मुख्य महाप्रबंधक(खोज प्रभाग), केंद्रीय खान योजना और डिजाइन संस्थान लिमिटेड, गोंडवाना प्लेस, कांके रोड, रांची (झारखंड) के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता -700001 के कार्यालय में या जिला कलेक्टर, जिला अंगुल, ओडिशा के कार्यालय में किया जा सकता है ;

अतः, अब, केन्द्रीय सरकार कोयला धारक क्षेत्र(अर्जन और विकास) अधिनियम 1957(1957 का 20) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है।) की धारा 4 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अनुसूची में उल्लिखित भूमि से कोयले का पूर्वेक्षण करने के अपने आशय की सूचना देती है ।

उक्त अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति, -

(i) संपूर्ण भूमि या उसके किसी भाग या उक्त भूमि में या उसके ऊपर किसी अधिकार के अर्जन पर आक्षेप कर सकेगा; या

(ii) उसकी धारा 4 की उप-धारा (3) के अधीन की गई किसी कार्यवाही से हुई या होने वाली संभावित किसी क्षति के लिए उक्त अधिनियम की धारा 6 के अधीन प्रतिकर का दावा कर सकेगा; या

(iii) अधिनियम की धारा 13 की उप-धारा (1) के अधीन समाप्त हो गई पूर्वेक्षण अनुज्ञप्तियों के संबंध में या अधिनियम की धारा 13 की उप-धारा (4) के अधीन समाप्त हो गये खनन पट्टे के लिए प्रतिकर का दावा कर सकेगा और उक्त अधिनियम की धारा 13 की उप-धारा (1) के खण्ड (i) से खंड (iv) में विनिर्दिष्ट मदों के संबंध में उपगत व्यय को उपदर्शित करने के लिए पूर्वोक्त भूमि से संबंधित सभी मानचित्रों, चार्टों और अन्य दस्तावेजों को,

इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन के भीतर निदेशक तकनीकी(संचालन), महानदी कोलफील्ड्स लिमिटेड, जागृति विहार पर स्थित, डाक-बुर्ला, जिला-संबलपुर, ओडिशा -768018 के कार्यालय में भेजेंगे।

अनुसूची

बलभद्र कोयला ब्लॉक

जिला अंगुल, राज्य - ओड़िशा

(रेखांक संख्या एमसीएल/एचए/अधिसूचना/2018-19/01, तारीख 5 दिसम्बर, 2018)

क्रमांक सं.	ग्राम का नाम	पटवारी सर्कल संख्या/थाना संख्या	तहसील	जिला	एकड़ में क्षेत्र (लगभग)	टिप्पणियां
1	कुमुंडा	119	तालचेर(259)	अंगुल	1174.498	संपूर्ण
2	चितलपुर	120	तालचेर(258)	अंगुल	529.830	संपूर्ण
3	पारबेडा	121	तालचेर(257)	अंगुल	133.368	संपूर्ण
4	बनबासपुर	10	तालचेर(255)	अंगुल	188.030	भाग
5	मरडहरहरिपुर	118	तालचेर(167)	अंगुल	649.100	संपूर्ण
6	बडकाठिआ आरक्षित वन	-	तालचेर	अंगुल	213.640	भाग
			कुल क्षेत्र :		2888.466 एकड़ (लगभग) या 1168.946 हेक्टर (लगभग)	

अधिसूचित किए जाने वाले प्लाट संख्यांक:

(1) ग्राम कुमुंडा (पूर्ण):

1 से 5954, 100/5932, 101/5883, 101/6029, 101/6030, 101/6031, 101/6032, 101/6033, 101/6076, 1022/5792, 103/5988, 1037/6317, 1038/6466, 1038/6467, 1038/6469, 1038/6542, 1042/6476, 1067/5812, 1076/6475, 1078/5819, 1081/5961, 1081/5962, 1084/6567, 1084/6629, 1085/6572, 1089/6391, 1089/6420, 1089/6544, 1090/6185, 1090/6233, 1090/6531, 1090/6532, 1090/6533, 1090/6534, 1090/6535, 1090/6536, 1090/6537, 1113/5794, 1113/6006, 1139/5791, 1143/6023,

1143/6065, 1143/6145, 1143/6220, 1143/6499, 1146/6188, 1146/6209, 1164/6384, 1164/6385, 1164/6433, 1167/6051, 1167/6083, 1167/6213, 1167/6278, 1167/6304, 1167/6506, 1168/6570, 1169/6571, 1219/5952, 1221/5953, 127/6639, 1275/5805, 1296/5811, 1299/6580, 1305/6179, 1306/5919, 133/5972, 133/5973, 1333/6610, 1333/6611, 1333/6627, 1338/6449, 1354/6424, 1365/6418, 1365/6419, 1397/5976, 1403/5784, 1403/5986, 1404/5785, 1406/6480, 1408/5928, 1408/5929, 1410/6220, 1438/5955, 1439/6299, 1440/5956, 1440/5957, 1441/6091, 1442/6379, 1443/6380, 1446/6092, 1448/6093, 1448/6644 , 1449/6094 , 1452/6095 , 1453/5829 , 1454/5830 , 1454/6096 , 1456/6021 , 1456/6057 , 1456/6319 , 1457/6318 , 1467/6541 , 1524/5832 , 1528/6137, 1528/6514 , 1557/5898 , 156/5810 , 1567/6525 , 159/6235 , 159/6236 , 159/6430 , 1613/6086 , 1613/6087 , 1613/6088 , 1613/6375 , 1613/6425 , 1613/6428 , 1622/6680 , 1623/5944 , 1626/6558, 1636/5921 , 1636/5930 , 1657/5859 , 1664/6515 , 1688/5878 , 1698/5931 , 1700/6247 , 173/6557 , 1742/6581 , 1750/6062 , 1788/5963 , 1795/5902 , 1796/6116 , 1800/6300 , 1805/6050 , 1829/6298, 1841/6259 , 1841/6261 , 1841/6262 , 1841/6263 , 1847/6260 , 1848/6258 , 1902/5993 , 1909/5871, 1909/5872 , 191/6573 , 1916/5994 , 1916/5995 , 1928/6244 , 1937/6019 , 1942/5891 , 1943/5890 , 1961/5861 , 199/5818 , 1997/5901 , 1998/6504 , 2037/6310 , 2042/6270 , 2043/6190 , 2044/6195 , 2048/6193 , 2049/6191 , 205/5822 , 2050/6192 , 2054/6516 , 2055/6526 , 2058/6026 , 2071/6048 , 2078/6009 , 2087/6186 , 2087/6485 , 2089/6239 , 2094/6154 , 2097/5934 , 2102/5797 , 2104/6361, 2113/6427 , 2113/6429 , 2114/5852 , 2116/538 , 2116/6426 , 2183/6519 , 2183/6520 , 2183/6521 , 2184/5903 , 2184/5904 , 2184/5905 , 2194/5967 , 2194/5968 , 2194/5969 , 2197/5966 , 221/5817 , 2212/5958 , 2215/5907 , 2232/5915 , 2247/5796 , 2247/5867 , 2254/5814 , 2255/6198 , 2255/6524, 2257/5997 , 2268/6489 , 2268/6491 , 2268/6500 , 2268/6501 , 2268/6502 , 2269/5916 , 2281/6376, 2286/5879 , 2286/6377 , 2286/6397 , 2286/6650 , 2288/6456 , 2311/6005 , 2321/5880 , 2321/5881, 2331/5996 , 2341/5795 , 2341/5900 , 2405/5885 , 2417/6465 , 2445/5854 , 2473/6362 ,2475/5998 , 2476/6522 , 2485/6156 , 2489/6157 , 2497/6582 , 250/6295 , 2503/5982 , 2505/6248 , 2505/6249 , 2519/6559 , 2519/6560 , 2535/6413 , 2536/5892 , 2536/5893 ,2536/5894 , 2536/6272 , 2536/6275 , 2536/6276 , 2537/5895 , 2537/6527 , 2541/6414 , 2541/6415 , 2541/6416 , 2541/6649 , 2547/6105, 2553/6182 , 2567/5964 , 257/6268 , 257/6269 , 2596/6225 , 2596/6561 , 2596/6562 , 2602/8574 , 2629/6049 , 2636/6638 , 2641/6342 ,2641/6457 , 2642/6232 , 2657/5917 , 2657/5918 , 2661/5875 , 2664/5943 , 2712/6484 , 2720/5815 , 2730/5778 , 2757/5889 , 2760/5888 , 2797/5882 , 2811/5835, 2814/5908 , 2814/5909 , 2829/6382 , 2832/6211 , 2842/5910 ,2842/5911 , 2844/6445 , 2850/6452 , 2850/6453 , 2850/6454 , 2851/5946 , 2852/5858 , 2857/5863 , 2858/5864 ,2878/6633 , 2910/6002 , 2910/6598 , 2923/6264 , 2924/5833 , 2924/6474 , 293/5816 , 2958/6553 , 2971/6146 ,2974/6440 , 2976/6443, 2976/6444, 2976/6648, 2977/6042, 2987/6464, 2995/6634, 3/5925, 3005/6635,3011/5802 , 3017/5787 , 302/5980 , 302/5981 , 302/6481 , 302/6607 , 302/6630 , 3085/5949 , 3087/6043 , 3094/6044 ,3094/6059 , 3096/6451 , 3096/6455 , 3096/6468 , 3096/6492 , 3105/6583 , 3111/6243 , 3117/6530 , 3124/5798 ,3124/5799 , 3126/6024 , 3126/6529 , 3135/5897 , 3138/5924 , 3164/6517 , 3169/6599 , 3177/6034 , 3178/6035 ,3195/5983 , 3196/59843199/5985 , 320/6114 , 321/6115 , 321/6639 , 322/6640 , 3222/5843 , 3230/5912 , 3231/5913 ,3300/6273 , 3321/5920 , 3321/6077 , 3360/6538 , 3385/6008 , 3410/5941 , 3412/6477 , 3412/6490 , 3415/6147, 342/6365 , 342/6381 , 3428/5806 , 3429/5807 , 3430/5808 , 3433/5809 , 3438/5774 , 3438/5775 ,

3441/5951 , 3446/6109 , 3446/6498 , 3447/5820 , 3470/6306 , 3471/6117 , 3471/6119 , 3471/6120, 3471/6153 , 3471/6450 , 3471/6472 , 3473/6112 , 3473/6118 , 3473/6267 , 3473/6316 , 3477/6307, 348/6099 , 3486/6027 , 3486/6090 , 3488/6028 , 3528/6296 , 3528/6364 , 3529/6174 , 3529/6175 , 3529/6417 , 3530/6340 , 3576/6279 , 3576/6280 , 3580/6372 , 3639/6054 , 3649/5941 , 3669/6055, 3672/6056 , 3688/6111 , 3732/6110 , 374/6036 , 374/6037 , 374/6038 , 374/6039 , 374/6040 , 374/6041 , 3747/5804 , 376/5974 , 3869/6357 , 3871/5947 , 3894/5789 , 394/5824 , 395/5825 , 395/5826 , 3955/5945 , 3964/5834 , 3980/5906 , 3982/5959 , 3995/5896 , 4/5926 , 405/6395 , 4096/5862 , 4096/6245 , 4096/6246 , 4152/5837 , 4152/5838 , 4161/6250 , 4161/6252 , 4165/6196, 4167/6150 , 4167/6251 , 4167/6345 , 4169/5970 , 4171/5977 , 4172/5845 , 4173/5844 , 4183/6539, 4222/6302 , 4222/6303 , 4229/6227 , 4231/6144 , 4231/6200 , 4231/6320 , 4231/6321 , 4231/6322, 4231/6470 , 4231/6631 , 4231/6636 , 4231/6637 , 4232/6169 , 4232/6170 , 4232/6171 , 4233/5857, 4235/6584 , 424/5975 , 425/5868 , 4253/6569 , 426/6614 , 426/6615 , 4278/5965 , 4279/6181 , 4365/6646 , 4366/6647 , 4375/6493 ,4381/6399 , 4389/6241 , 4415/5780 , 4434/6124 , 444/6546 , 444/6547 , 444/6548 , 444/6555 , 4452/6177 , 446/6545 , 446/6549 , 446/6556 , 446/6564 , 4461/6007 , 449/6565 , 450/6277 , 450/6281 , 450/6282 , 450/6283 , 450/6284 , 450/6285 , 450/6289 , 450/6290 , 450/6291 , 450/6292 , 450/6293 , 450/6294 , 450/6305 , 450/6313 , 450/6314 , 450/6315, 450/6323 , 450/6324 , 450/6336 , 450/6337 , 450/6338 , 450/6339 , 450/6373, 450/6374 , 450/6383 , 450/6396 , 450/6421 , 450/6437 , 450/6543 , 451/6073 , 452/6309, 4526/5999 , 4546/5781 , 4550/5821457/6084 , 4585/5823 , 4588/5851 , 4598/6652 , 4598/6653 , 4598/6654 , 4601/6010 , 4609/6003 , 4625/6641 , 4625/6642 , 4625/6643 , 4649/6566, 4651/6265 , 4652/6254 , 4653/6255 , 4657/5887 , 4684/5886 , 4705/6585 , 4712/5855 , 472/5978 , 472/5979 , 4722/5856 , 475/6436 , 4752/5786 , 4757/6068 , 4776/6001 , 4780/6224 , 4788/5776 , 4788/6586 , 4790/6587 , 4795/5779 , 4805/5899 , 4807/6164 , 4827/6000 , 4844/6588 , 485/5773 , 4857/6022 , 4857/6237 , 4857/6528 , 4871/6589 , 4873/6590 , 4873/6591 , 4873/6592 , 4873/6593, 4873/6594 , 4873/6595 , 4880/6132 , 4880/6134 , 4880/6134 , 4880/6461 , 4880/6463 , 4887/6133, 4887/6135 , 4887/6462 , 49/5923 , 4905/6012 , 491/6616 , 4915/6596 , 492/6617 , 492/6618 , 492/6619 , 4927/6079 , 4947/5241 , 4947/5842 , 4947/6011 , 4947/6129 , 4948/5989 , 4960/6204 , 4961/6004 , 4977/6628 , 4982/6047 , 4983/6155 , 4987/5847 , 506/5827 , 5120/5790 , 5129/6550 , 5129/6551 , 5154/6609 , 5155/6363 , 5174/5870 , 5197/6651 , 520/5828 , 5233/6163 , 5233/6206 , 5233/6207 , 5236/5848 , 5240/6148 , 5251/5777 , 5252/6301 , 5274/6214 , 5274/6215 , 5274/6234, 5276/6216 , 5278/5950 , 5278/6346 , 5294/5850 , 5295/5849 , 5301/6347 , 5301/6349 , 5308/5869, 5318/5922 , 5358/6411 , 5358/6435 , 5358/6446 , 5358/6447 , 5358/6448 , 5360/6486 , 5360/6495, 5362/5942 , 5371/6441 , 5371/6442 , 5371/6488 , 5393/5801, 5394/5938 , 5398/6348 , 5398/6350 , 54/5990 , 540/6612 , 5400/6410 , 5400/6601 , 5401/6398 , 5401/6412 , 541/6613 , 5410/5939 , 5410/5940 , 5420/5937 , 544/6626 , 5456/5831 , 5471/5813 , 5494/5800 , 5496/5936 , 55/5991 , 55/5992 , 550/6620 , 550/6621 , 5503/6431 , 5503/6432 , 551/6622 , 551/6623 , 552/6624 , 555/66255550/5873 , 5563/6600 , 5575/6597 , 5584/5884 , 5591/6152 , 5602/6311 , 5602/6312 , 5609/6020 , 5609/6286 , 5611/6266 , 5611/6343 , 5611/6344 , 5618/6197 , 5618/6202 , 5618/6203, 5618/6238 , 5618/6568 , 5619/6158 , 5619/6159 , 5619/61765619/6230 , 5619/6351 , 5623/6183 , 5640/5933 , 5641/6217 , 5655/6072 , 5669/6403 , 5670/6404 , 5671/6405 , 5672/6400 , 5673/6401,

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(2) ग्राम चितलपुर (संपूर्ण) :

1 से 1298 , 1431 , 1028/2019 , 1028/2020 , 1028/2021 , 1028/2022 , 1028/2023 , 1028/2024 , 1031/1667 , 1031/1736 , 1031/2059 , 1035/1692 , 1035/1693 , 1037/1500 , 1037/1626 , 1038/1499, 1038/1633 , 1039/1522 , 1039/1719 , 104/1413 , 105/1414 , 106/1645 , 1071/1895 , 1071/1896 , 1071/1897 , 1071/1898 , 1071/1899 , 1071/1900 , 1071/1901 , 1072/2007 , 1072/2008 , 1072/2009, 1072/2010 , 1076/1931 , 1076/1932 , 1076/1937 , 1076/1938 , 1076/1996 , 1077/1999 , 1077/2000, 1077/2001 , 1077/2002 , 1077/2003 , 1077/2084 , 1081/2004 , 1081/2005 , 1082/1742 , 1082/1751, 1082/1752 , 1082/1753 , 1082/1764 , 1085/1743 , 1085/1744 , 1085/1745 , 1085/1746 , 1085/1747, 1085/1748 , 1085/1761 , 1085/1857 , 1085/1907 , 1085/1998 , 1086/1906 , 1086/1908 , 1087/1690, 1087/1805 , 1088/1540 , 1088/1541 , 1088/1542 , 1091/1740 , 1091/1864 , 1091/2097 , 1092/1648, 1092/2050 , 1094/1698 , 1095/1354 , 1096/1329 , 1096/1699 , 1097/2039 , 11/1701 , 1100/1432 , 1100/1433 , 1113/1968 , 1113/1969 , 1113/1970 , 1113/1971 , 1113/1972 , 1113/1973 , 1113/1974, 1113/1975 , 1113/1976 , 1113/1977 , 1113/1978 , 1114/1801 , 1114/1802 , 1118/1995 , 1118/2063, 1118/2064 , 1119/1664 , 1121/1785 , 1121/1787 , 1121/1788 , 1121/1819 , 1121/1856 , 1121/1922,

1121/1923 , 1121/1933 , 1121/2037 , 1121/2057 , 1121/2058 , 1122/1546 , 1122/1713 , 1124/1800, 1125/1987 , 1125/1988 , 1125/1989 , 1125/1990 , 1125/1991 , 1125/1992 , 1126/1627 , 1126/1636, 113/1415 , 1137/1863 , 1141/1380 , 1141/1473 , 1141/1474 , 1152/1979 , 1152/1980 , 1152/1981 , 1152/1983 , 1155/1884 , 1156/1512 , 1156/1523 , 1156/1524 , 1158/1714 , 1159/1715 , 1162/1644, 1165/1518 , 1165/1519 , 1165/1520 , 1166/1716 , 1173/1793 , 1173/1794 , 1179/1434 , 1180/1995, 1186/1517 , 1189/1547 , 119/1865 , 1190/1668 , 1197/1397 , 1207/2034 , 1217/1818 , 1217/1820 , 1218/1767 , 1219/1887 , 1219/1888 , 1219/1889 , 1223/1890 , 1224/1852 , 1224/1853 , 1224/1854, 1225/1791 , 1225/1827 , 1225/1844 , 1225/1855 , 1226/1817 , 1226/1838 , 1226/1885 , 1229/1628, 1229/1635 , 1230/1816 , 1236/1848 , 1239/1355 , 1239/1388 , 1239/1389 , 1239/1390 , 125/1703 , 1256/1386 , 1256/1387 , 1261/1867 , 1262/1391 , 1262/1891 , 1263/1726 , 1263/1728 , 1263/1729, 1263/1730 , 1264/1727 , 1264/1731 , 1264/1732 , 1264/1733 , 1264/1734 , 1264/1735 , 1264/1929, 1265/1868 , 1273/1501 , 1280/2016 , 129/1704 , 1292/1454 , 1292/1455 , 1292/1456 , 1292/1457 , 1292/1458 , 1292/1459 , 1292/1460 , 1292/1461 , 1292/1463 , 1292/1465 , 1292/1466 , 1292/1467, 1292/1468 , 1292/1469 , 1292/1470 , 1292/1471 , 1292/1472 , 1292/1657 , 1292/1814 , 1292/1815, 1292/2006 , 1292/2025 , 1292/2047 , 1292/462 , 1296/1655 , 1297/1656 , 130/1705 , 139/1521 , 145/1707 , 1471/1647 , 149/1943 , 149/1944 , 149/1945 , 149/1946 , 149/1947 , 149/1948 , 149/1949 , 149/1950 , 149/1951 , 149/1952 , 149/1952/2095 , 149/1953 , 149/2096 , 150/1502 , 150/1926 , 150/1927 , 150/2074 , 150/2076 , 150/2077 , 150/2078 , 150/2079 , 150/2080 , 150/2081 , 150/2082 , 150/2083 , 152/1305 , 161/1557 , 163/1558 , 163/1559 , 163/1708 , 18/1332, 195/1828 , 1992/1464 , 21/1331 , 21/1368 , 21/1771 , 21/1772 , 21/1773 , 21/1774 , 21/1775 , 21/1776 , 21/1777 , 21/1778 , 21/1779 , 21/1780 , 21/1781 , 21/1786 , 21/1843 , 21/1904 , 21/1905, 21/2098 , 21/2099 , 21/2100 , 212/1318 , 212/1629 , 212/1785 , 213/1319 , 216/1309 , 223/1709 , 224/1560 , 225/1561 , 232/2049 , 232/2049/2090 , 24/1568 , 24/1573 , 24/1576 , 24/1581 , 24/1582, 24/1583 , 24/1584 , 24/1585 , 24/1586 , 24/1587 , 24/1588 , 24/1591 , 24/1593 , 24/1594 , 24/1606 , 24/1608 , 24/1620 , 24/1669 , 24/1670 , 24/1671 , 24/1672 , 24/1673 , 24/1674 , 24/1675, 24/1676 , 24/1677 , 24/1678 , 24/1679 , 24/1680 , 24/1681 , 24/1682 , 24/1683 , 24/1684 , 24/1685, 24/1686 , 24/1687 , 24/607 , 245/1396 , 249/1658 , 249/1724 , 250/1374 , 250/1378 , 250/1739 , 252/1476 , 252/1483 , 252/1484 , 252/1485 , 252/1486 , 252/1487 , 252/1940 , 252/2085 , 252/2086 , 255/1317 , 255/1984 , 255/1985 , 255/1986 , 259/1488 , 259/1763 , 267/1994 , 269/1489 , 269/1939 , 270/1322 , 270/1652 , 270/1653 , 270/1738 , 270/1809 , 272/1529 , 273/1528 , 273/1866 , 275/1666 , 281/1527 , 282/1543 , 282/1544 , 282/1545 , 285/1303 , 285/1306 , 285/1530 , 285/1531 , 285/1532 , 289/1649 , 289/1688 , 289/1689 , 289/2048 , 290/1954 , 292/1379 , 292/1562 , 304/1655 , 305/1423 , 305/1424 , 305/1425 , 305/1426 , 305/1427 , 305/1428 , 305/1429 , 315/1493 , 315/1631 , 317/1492 , 319/1526 , 32/1308 , 32/1356 , 32/1357 , 32/1358 , 32/1360 , 32/1361 , 32/1370 , 32/1638 , 32/1640 , 32/1641 , 32/1643 , 32/1807, 32/2014 , 32/2026 , 32/2027 , 32/2028 , 32/2056 , 33/1337 , 33/1338 , 33/1344 , 33/1345 , 33/1346, 330/1304 , 333/1623 , 333/1634 , 335/1725 , 337/1551 , 337/1552 , 337/1553 , 337/1662 , 338/1554 , 338/1555 , 338/1556 , 341/1384 , 342/1385 , 345/1435 , 345/1993 , 346/1660 , 346/1955 , 349/1624 , 349/1630 , 350/1398 , 351/1399 , 351/1697 , 351/2055 , 359/1382 , 360/1381 , 360/1717 , 360/2060 , 361/2069 , 364/1494 , 364/1495 , 364/1538 , 37/1928 , 37/2091 ,

372/1496 , 375/1394 , 394/1533 , 4/1333 , 4/1334 , 4/1335 , 4/1336 , 4/1339 , 4/1340 , 4/1341 , 4/1342 , 4/1343 , 4/1347 , 4/1348 , 4/1362 , 4/1372 , 4/1375 , 4/1376 , 4/1377 , 4/1696 , 4/2029 , 4/2030 , 4/2033 , 4/2035 , 4/2041 , 4/2042 , 4/2043 , 4/2044 , 4/2045 , 4/2046 , 4/2070 , 4/2071 , 4/2075 , 40/1328 , 40/1720 , 40/1754 , 40/1755 , 40/1756 , 40/1757 , 40/1758 , 412/1659 , 412/1956 , 412/1957 , 412/1958 , 412/1959 , 413/1821 , 414/1563 , 430/1651 , 431/1383 , 432/1332 , 433/1497 , 433/1497/1564 , 446/1324 , 446/1325 , 448/1710 , 46/1353 , 46/1366 , 46/1367 , 46/1371 , 46/1373 , 46/1565 , 46/1622 , 46/1749 , 46/1750 , 46/1759 , 46/1760 , 46/1770, 46/1790 , 46/1795 , 46/1804 , 46/1824 , 46/1825 , 46/1826 , 46/1829 , 46/1830 , 46/1831 , 46/1832, 46/1834 , 46/1835 , 46/1836 , 46/1837 , 46/1845 , 46/1849 , 46/1850 , 46/1851 , 46/1858 , 46/1859, 46/1860 , 46/1903 , 46/1910 , 46/1911 , 46/1912 , 46/1913 , 46/1914 , 46/1915 , 46/1916 , 46/1917, 46/1918 , 46/1920 , 46/1930 , 46/1934 , 46/1935 , 46/1936 , 46/2038 , 46/2051 , 46/2067 , 463/1871 , 467/1765 , 467/1766 , 47/1307 , 471/1797 , 471/1803 , 471/1808 , 471/1833 , 471/1872, 471/1924 , 471/2031 , 473/1847 , 473/2052 , 475/1548 , 475/1549 , 475/1550 , 476/1711 , 483/1960 , 483/1961 , 483/1962 , 483/1963 , 483/1964 , 483/1965 , 483/1966 , 483/1967 , 494/1534 , 494/1535 , 494/1536 , 51/1504 , 51/1505 , 51/1506 , 51/1507 , 51/1508 , 51/1509 , 51/1510 , 51/1718 , 51/1869 , 52/1359 , 52/1392 , 52/1393 , 522/1873 , 53/1511 , 53/1512 , 53/1514 , 53/1515 , 53/1516 , 53/1870 , 53/513 , 535/1712 , 54/1491 , 545/1430 , 55/1323 , 56/1503 , 56/1503/2087 , 56/1503/2088 , 56/1503/2089 , 56/1737 , 56/1925 , 564/1537 , 564/1539 , 570/1625 , 575/1874 , 577/1349 , 577/1875 , 579/1299 , 586/1439 , 587/1498 , 59/1326 , 59/1694 , 59/2061 , 61/1327 , 61/1352 , 61/1702 , 627/1941 , 628/1846 , 632/1363 , 632/2015 , 632/2017 , 632/2068 , 632/2092 , 632/2093 , 636/1876 , 638/1877 , 639/1300 , 639/1403 , 639/1404 , 639/1405 , 639/1406 , 639/1407 , 639/1408 , 639/1409 , 643/1482 , 646/1475 , 646/1477 , 646/1478 , 646/1479 , 646/1480 , 646/1481 , 653/1416 , 653/1417 , 653/1418 , 654/1419 , 654/1420 , 654/1421 , 654/1422 , 663/1310 , 665/2062 , 67/1706 , 685/1637 , 687/1642 , 688/1806, 692/1639 , 693/1566 , 694/1792 , 696/1320 , 696/1862 , 696/1921 , 696/1997 , 696/2018 , 702/1301 , 722/1798 , 724/1842 , 728/1799 , 731/2040 , 732/1321 , 734/1663 , 734/1909 , 74/1401, 74/1402 , 74/1444 , 740/1609 , 740/1610 , 740/1612 , 740/1613 , 742/1722 , 743/1723 , 745/1614 , 745/1615 , 745/1616 , 745/1617 , 745/1618 , 745/1619 , 756/1364 , 76/1312 , 76/1313 , 76/1314 , 76/1315 , 76/1316 , 764/1365 , 764/1796 , 766/1762 , 766/1782 , 766/1783 , 766/1784 , 79/1311 , 792/1691 , 80/1395 , 801/1661 , 804/1453 , 804/1650 , 804/1665 , 805/1450 , 805/1451 , 805/1452, 806/1443 , 806/1444 , 806/1445 , 806/1446 , 806/1447 , 806/1448 , 806/1449 , 809/1369 , 810/1654 , 820/1441 , 821/1442 , 823/1700 , 823/1721 , 828/1440 , 828/2036 , 828/2065 , 828/2066 , 829/1902 , 829/1919 , 830/1412 , 853/1410 , 853/1411 , 856/1810 , 856/1888 , 856/1892 , 856/1893 , 856/1894 , 858/1768 , 858/1769 , 858/1822 , 858/1823 , 858/1861 , 859/1436 , 859/1437 , 859/1438 , 883/1886 , 892/1646 , 892/2053 , 901/1878 , 905/1879 , 906/1942 , 907/1880 , 908/1812 , 908/1881 , 908/2011 , 908/2013 , 908/2054 , 91/1302 , 913/2094, 916/1351 , 932/1813 , 932/1882 , 932/2012 , 941/1839 , 941/1840 , 941/1841 , 964/1350 , 970/1602 , 971/1601 , 994/1883.

(3) ग्राम पारबेडा (संपूर्ण):

1 to 285 , 1/339 , 1/494 , 1/495 , 1/500 , 1/501 , 1/502 , 1/517 , 1/519 , 1/520 , 1/521 , 1/522 , 1/523, 1/524 , 1/525 , 1/526 , 1/527 , 100/326 , 103/288 , 106/350 , 107/305 , 113/309 , 114/294 , 115/337, 128/308128/466 , 128/467 , 128/468 , 130/469 , 130/470 , 130/471 , 132/313 , 135/426 , 135/474 , 135/483 , 135/513 , 135/514 , 135/515 , 136/316 , 138/314 , 144/382 , 144/441 , 145/443 , 145/450, 145/558 , 146/423 , 149/408 , 150/447 , 151/407 , 151/409 , 151/410 , 152/439 , 153/392 , 153/393, 154/448 , 154/449 , 154/452 , 154/453 , 155/479 , 155/496 , 155/497 , 155/498 , 156/437 , 156/438, 157/431 , 157/433 , 157/435 , 158/424 , 159/302 , 159/454 , 160/317 , 160/411 , 160/432 , 160/434, 160/436 , 161/343 , 161/344 , 162/429 , 162/451 , 162/475 , 162/476 , 162/477 , 162/478 , 162/489, 162/493 , 163/353 , 163/455 , 163/456 , 163/457 , 163/458 , 163/459 , 163/460 , 163/480 , 163/481, 167/345 , 172/290 , 180/300 , 180/301 , 180/490 , 181/386 , 181/399 , 181/400 , 182/346 , 182/347, 182/348 , 182/349 , 183/306 , 184/341 , 184/342 , 184/362 , 184/363 , 184/364 , 184/367 , 184/371, 184/372 , 184/375 , 184/376 , 184/389184/404 , 184/419 , 184/427 , 184/428 , 184/445 , 184/484 , 184/492 , 184/499 , 185/289 , 186/287 , 186/351 , 186/383 , 186/384 , 186/385 , 186/387 , 186/388, 186/390 , 186/391 , 186/394 , 186/395 , 186/398 , 186/401 , 186/402 , 186/405 , 186/406 , 186/412, 186/413 , 186/414 , 186/415 , 186/416 , 186/417 , 186/418 , 186/425 , 186/430 , 186/442 , 186/482, 188/299 , 190/297 , 192/298 , 192/312 , 194/311 , 195/396 , 195/397 , 195/403 , 195/446 , 2/440 , 2/528 , 2/529 , 2/530 , 2/531 , 2/532 , 2/533 , 2/534 , 2/535 , 2/536 , 2/537 , 2/538 , 2/539 , 2/540 , 2/541 , 200/295 , 204/330 , 206/331 , 210/332 , 214/333 , 215/328 , 233/420 , 233/421 , 233/422 , 233/472 , 233/473 , 233/487 , 234/485 , 234/486 , 234/488 , 245/464 , 245/465 , 245/491 , 27/511 , 281/296 , 3/291 , 3/292 , 3/368 , 3/369 , 3/542 , 3/543 , 3/544 , 3/545 , 3/546 , 3/547 , 30/503 , 31/504 , 31/505 , 31/506 , 34/370 , 34/512 , 34/557 , 341/374 , 39/293 , 39/554 , 4/509 , 44/329 , 48/336 , 48/462 , 49/379 , 53/318 , 57/307 , 59/303 , 59/304 , 6/548 , 6/549 , 6/550 , 6/551 , 6/552 , 6/553 , 62/327 , 63/377 , 63/380 , 69/510 , 7/507 , 7/508 , 74/463 , 75/352 , 75/354 , 75/444 , 78/338 , 8/286 , 81/322 , 81/324 , 81/365 , 81/366 , 81/461 , 85/335 , 86/378 , 86/381, 88/323 , 90/340 , 92/334.

(4) ग्राम बनबासपुर (भाग) :

1 से 61 , 624 to 650 , 2/1095 , 37/1255 , 38/1100 , 51/1090 , 51/1091 , 51/1151 , 60/1258 , 629/1150, 632/1146 , 632/1147 , 650/1148.

(5) ग्राम मरडहरहरिपुर (संपूर्ण) :

1 से 815 , 113/906 , 118/1013 , 118/1014 , 118/855 , 119/1015 , 119/1016 , 119/1017 , 120/1092 , 120/1105 , 120/1106 , 121/1014 , 121/853 , 128/1021 , 128/1022 , 128/1042 , 128/1043 , 141/859 , 144/837 , 147/860 , 149/844 , 151/858 , 17/1158 , 17/1194 , 17/995 , 17/997 , 172/1091 , 172/1172, 179/923 , 18/851 , 19/1161 , 234/1127 , 234/1128 , 234/1129 , 234/1130 , 234/1131 , 234/1132 , 234/1133 , 234/1168 , 236/1002 , 236/1004 , 236/1005 , 236/1006 , 236/1007 , 236/942 , 236/943 , 236/944 , 236/945 , 236/946 , 236/947 , 237/948 , 237/949 , 237/950 , 237/951 , 238/1008 , 238/1009 , 238/1010 , 238/1011 , 238/1012 , 238/952 , 238/953 , 238/954 , 318/1195 , 318/838 , 322/872 , 324/852 , 329/826 , 331/931 , 331/938 , 332/873 , 332/874 , 332/875 , 332/876 , 332/877,

332/878 , 332/879 , 332/925 , 332/926 , 332/927 , 332/974 , 333/914 , 333/915 , 333/916 , 334/1086 , 334/1179 , 334/1180 , 334/1182 , 334/880 , 334/881 , 334/882 , 334/883 , 334/884 , 375/980 , 375/982 , 375/983 , 376/1107 , 376/1113 , 376/1174 , 376/1175 , 376/1184 , 376/1188 , 376/890 , 376/891 , 376/900 , 376/901 , 376/902 , 376/903 , 384/888 , 385/1035 , 385/960 , 385/984 , 386/968 , 386/986 , 399/1102 , 399/893 , 399/1187 , 400/894 , 402/1033 , 402/895 , 402/981 , 407/896 , 407/897 , 409/898 , 436/824 , 449/1206 , 449/1207 , 449/1208 , 449/1209 , 453/917 , 455/905 , 466/818 , 467/868 , 468/731 , 468/832 , 468/835 , 468/836 , 469/846 , 469/847, 469/848 , 469/849 , 472/1120 , 472/1121 , 472/1122 , 472/1123 , 472/1124 , 473/1173 , 477/1199 , 477/1199/1220 , 477/1199/1219 , 477/1199/1221 , 477/1199/1222 , 479/1189 , 479/1190 , 479/1191 , 506/974 , 506/975 , 506/976 , 506/977 , 506/978 , 506/979 , 511/988 , 512/989 , 512/990 , 512/991 , 512/992 , 514/1097 , 516/1098 , 517/1099 , 523/887 , 525/1020 , 525/1038 , 525/1039 , 525/962 , 526/963 , 527/964 , 528/1103 , 536/1210 , 536/1211 , 556/1203 , 557/1162 , 557/1164 , 557/1165 , 561/1160 , 561/1185 , 564/1163 , 196/857 , 206/1100 , 21/1159 , 21/816 , 21/907 , 21/996 , 21/998 , 210/1085 , 210/966 , 211/965 , 213/856 , 215/870 , 234/1125 , 234/1126, 610/1095 , 610/1166 , 618/1116 , 618/1117 , 618/1118 , 618/1119 , 618/1167 , 618/819 , 625/830 , 644/1134 , 644/829 , 645/1030 , 646/1178 , 646/1181 , 646/1183 , 610 , 238/955 , 238/956 , 238/957 , 241/1001 , 241/1003 , 246/845 , 255/871 , 263/1096 , 269/1186 , 269/1200 , 269/1201 , 269/1202 , 277/817 , 288/869 , 656/820 , 660/1154 , 668/1031 , 67/861 , 672/1146 , 672/1147 , 672/1148 , 672/1149 , 672/1150 , 672/1151 , 672/1152 , 677/904 , 68/862 , 689/827 , 69/863 , 610/1094 , 334/885 , 334/886 , 334/941 , 337/821 , 345/892 , 352/841 , 355/825 , 357/889 , 359/1032 , 375/1033 , 375/1034 , 375/1037 , 375/1112 , 375/959 , 70/864 , 707/839 , 71/866 , 718/1171 , 718/1196 , 718/1197 , 718/1198 , 718/1204 , 718/1213 , 72/867 , 720/834 , 721/840 , 729/833 , 73/865 , 730/958 , 409/899 , 410/822 , 413/1140 , 413/1141 , 413/842 , 416/1155 , 416/1157 , 417/1043 , 419/1044 , 420/1045 , 421/1046 , 422/1047 , 432/1205 , 436/823 , 731/843 , 741/1135 , 742/1136 , 744/1067 , 744/1138 , 745/1023 , 745/1064 , 745/1066 , 745/1137 , 745/1139 , 749/1025 , 749/1026 , 749/1028 , 75/854 , 755/1024 , 479/1192 , 479/1193 , 479/908 , 479/909 , 479/910 , 479/911 , 479/912 , 479/913 , 496/993 , 506/969 , 506/970 , 506/971 , 506/972, 506/973 , 755/1027 , 758/1156 , 758/1169 , 765/1115 , 765/1170 , 772/1065 , 779/1143 , 779/1144, 780/1145 , 785/1108 , 785/1110 , 785/994 , 786/1109 , 786/1111 , 793/985 , 565/1018 , 565/1153 , 565/1227 , 566/1087 , 566/1088 , 566/1089 , 566/1090 , 566/1093 , 570/961 , 575/921 , 576/922 , 584/1000 , 584/1019 , 584/1029 , 801/940 , 808/920 , 808/987 , 809/819 , 810/1216 , 810/818 , 812/1101 , 813/1104 , 813/967 , 880/929 , 880/939 , 881/930 , 881/931 , 881/936 , 881/937.

(6) बडकाठिआ आरक्षित वन **(**आरएफ**) (**भाग**) :** क्षेत्र **–** 213.640 एकड़ ।

सीमा-वर्णन:

क-ख: रेखा बिन्दु "क" से प्रारंभ होती है जो ग्राम मरडहरिहरपुर, जयपुर(आर.एफ.) और बडकाठिआ (आर.एफ.) के त्रि-जंक्शन पिलर पर स्थित है । फिर यह बड़काठिआ (आर.एफ.) के क्षेत्र की पूर्वी दिशा की तरफ बढती है, जो मरड़हरिहरपुर और बड़काठिआ (आर.एफ.) को छुती हुई सामान्य सीमा तक चलती है और बिन्दु 'ख' पर राजस्व पिलर पर स्पर्श होती है, जोकि मरडहरिहरपुर प्लाट संख्या 332 उत्तर दिशा मे अवस्थित है ।

ख-ग : यह रेखा बिन्दु "ख" से प्रारंभ होती है और पूर्व दिशा की ओर होते हुए बडकाठिआ (आर.एफ.) से बिन्दु "ग" से मिलती है (बडकाठिआ आर.एफ., मरडहरिहरपुर और बडहार संख्या-117 का त्रि- जंक्शन बिन्दु है)। त्रि -जंक्शन के बिन्दु प्लॉट संख्या-902 मरडहरिहरपुर के उत्तरी दिशा पर स्थित है, जो कि बड़हार संख्या-117 और बडकाठिआ (आर.एफ.) की सामान्य सीमा भी है।

ग-घ : यह रेखा बिन्दु "ग" से प्रारंभ होती है और पूर्व दिशा की ओर होते हुए मरडहरिहरपुर और बडहार संख्या-117/ उत्तरी दिशा के प्लॉट सं-902,900,876 और 981 जोकि सामान्य सीमा से जाकर राजस्व पिलर के बिन्दु "घ" पर मिलती है।

घ-ड. : यह रेखा बिन्दु "घ" से प्रारंभ होती है और पूर्व दिशा की ओर होते हुए मरडहरिहरपुर और बडहार संख्या-117/ उत्तरी दिशा मरडहरिहरपुर के प्लॉट सं. 382 के बिन्दु "ड." पर मिलती है।

ड.-च : यह रेखा बिन्दु "ड.' से प्रारंभ होती है और ग्राम मरडहहरिपुर के 382 उत्तर के कोने पर स्थित है और प्लाट संख्या 382 की पूर्वी सीमा के साथ दक्षिण की ओर बढ़ती है और फिर बड़हार संख्या 117, चित्तपुर और मरडहहरिहरपुर के सामान्य त्रि-जंक्शन के बिन्दु 'च' की पूर्वी सीमा से मिलती है

च-छ : रेखा बिन्दु "च" जोकि त्रि-जंक्शन बिन्दु बडहार संख्या 117 , चितलपुर ओर मरडहरहरिपुर से प्रारम्भ होकर पूर्वी दिशा की ओर मुड़ती हुई बिन्दु "छ" पर मिलती है, जोकि समान्य रेखा दक्षिणी बडहार संख्या 117 की ओर उत्तरी चितलपुर पर स्थित है।

छ-ज : यह रेखा बिन्दु "छ" से प्रारंभ होती है और पूर्व दिशा के बिन्दु "ज" को स्पर्श करते हुए समान्य रेखा दक्षिणी बडहार संख्या 117 की ओर उत्तरी चितलपुर अर्थात् प्लॉट सं-04 की उत्तरी सीमा पर स्थित है।

ज-झ : यह रेखा बिन्दु "ज" से प्रारंभ होती है और पूर्व दिशा के बिन्दु "झ" को छुते हुए समान्य रेखा दक्षिणी बडहार सं 117 की ओर उत्तरी चितलपुर अर्थात् प्लॉट सं-47 की उत्तरी सीमा पर स्थित है।

झ- ञ : यह रेखा बिन्दु "झ" से प्रारंभ होती है और पूर्व दिशा की ओर बिन्दु "ञ" को छुते हुए समान्य रेखा दक्षिणी बडहार संख्या 117 की ओर उत्तरी चितलपुर अर्थात् प्लॉट सं-47 की उत्तरी सीमा पर स्थित है।

ञ-ट: यह रेखा बिन्दु "ञ " से प्रारंभ होती हुई पूर्व दिशा की ओर से बिन्दु "ट" पर मिलती है जो कि समान्य रेखा त्रि-जंक्शन स्तम्भ बडहार संख्या 117 चितलपुर की ओर बनबाशपुर अर्थात् दक्षिणी बडहार सं. 117 चितलपुर की ओर उत्तर-पूर्व दिशा की ओर बनबाशपुर की उत्तरी-पश्चिम पर स्थित है।

ट-ठ: यह रेखा बिन्दु "ट" से प्रारंभ होती है और पूर्व दिशा की ओर बिन्दु "ठ" को छुते हुए समान्य रेखा दक्षिणी बडहार सं. 117 की ओर बनबाशपुर अर्थात् उत्तरी दिशा के प्लॉट सं. 01 बनबाशपुर पर स्थित है।

ठ-ड: यह रेखा बिन्दु "ठ" से प्रारंभ होती हुई पूर्वी दिशा की ओर से बिन्दु "ड" पर मिलती है जो कि समान्य रेखा त्रि- जंक्शन स्तम्भ बडहार संख्या 117 बनबाशपुर की ओर बाघबाशपुर संख्या 11 अर्थात् सिंगोडाजोरा के पास स्थित है।

ड-ढ: यह रेखा बिन्दु "ड" से प्रारंभ हुई पूर्व दिशा की ओर से बिन्दु "ढ" पर मिलती है जोकि समान्य रेखा बनबाशपुर की ओर बाघबाशपुर संख्या 11 स्तम्भ बडहार संख्या 117 बनबाशपुर की ओर बाघबाशपुर संख्या 11 अर्थात् सिंगोडाजोर किनारा की पूर्वी दिशा है।

ढ-ण: यह रेखा बिन्दु "ढ" से प्रारंभ हुई दक्षिणी दिशा की ओर से बिन्दु "ण" पर मिलती है जोकि समान्य रेखा संख्या 117 बनबाशपुर की ओर बाघबाशपुर संख्या 11 अर्थात् प्लॉट संख्या 1095 बनबाशपुर की पूर्वी दिशा है।

ण-त : यह रेखा बिन्दु "ण" से प्रारंभ होती हुई दक्षिणी- पूर्व दिशा की ओर से बिन्दु "त" पर मिलती है जोकि समान्य रेखा संख्या 117 बनबाशपुर की ओर बाघबाशपुर संख्या 11 अर्थात् पूर्वी दिशा के प्लॉट संख्या 1095 बनबाशपुर सिंगोडाजोर पूर्वी दिशा पर स्थित है।

त-थ : यह रेखा बिन्दु "त" से प्रारंभ होती हुई दक्षिणी दिशा की ओर से बिन्दु "थ" पर मिलती है जोकि समान्य रेखा संख्या 117 बनबाशपुर की ओर बाघबाशपुर संख्या 11 अर्थात् पूर्वी दिशा के प्लॉट सं 1095 बनबाशपुर सिंगोडाजोर पूर्वी दिशा पर स्थित है।

थ-द: यह रेखा बिन्दु "थ" से प्रारंभ होती है और दक्षिणी दिशा की ओर होते हुए पूर्वी सिंगोडाजोर के किनारा के साथ में बिन्दु "द" पर मिलती है, जोकि बनबाशपुर और बाघबाशपुर संख्या 11 का की सामान्य रेखा अर्थात् पूर्वी दिशा के प्लॉट सं. 1095 ग्राम बनबाशपुर और पूर्वी सिंगोडाजोर के किनारे पर स्थित है।

द-ध : यह रेखा बिन्दु "द" से प्रारंभ होती है और दक्षिणी दिशा की ओर होते हुए बिन्दु संख्या "ध" पर मिलती है,जोकि बनबाशपुर संख्या 10 की सामान्य रेखा और बनबाशपुर प्लॉट सं-624 की पूर्वी दिशा के ग्राम पारबेडा प्लॉट सं-651 के उत्तरी कोने पर स्थित है।

ध-न : यह रेखा बिन्दु "ध" से प्रारंभ होती है और दक्षिणी- पूर्वी दिशा की ओर होते हुए बिन्दु "न" पर मिलती है, जोकि बनबाशपुर संख्या 10 का सामान्य रेखा और ग्राम पारबेडा के प्लॉट सं-52 के पूर्वी दिशा पर स्थित है ।

न-प: यह रेखा बिन्दु "न" से प्रारंभ होती है और दक्षिणी- पूर्वी की दिशा की ओर होते हुए बिन्दु "प" पर मिलती है, जोकि सामान्य रेखा त्रि- जंक्शन के बिन्दु बनबाशपुर सं-10, गोपालप्रसाद सं-04 अर्थात् ग्राम पारबेडा प्लॉट सं- 350 की पूर्वी दिशा में स्थित है।

प-फ : यह रेखा बिन्दु "प" से प्रारंभ होती है और दक्षिणी दिशा के बिन्दु "फ" पर मिलती है, जो कि गोपालप्रसाद संख्या 04 के राजस्व स्तम्भ (आर.एफ.) की ओर पारबेडा अर्थात् नदी किनारा के पूर्वी दिशा पर स्थित है ।

फ-ब: यह रेखा बिन्दु "फ" से प्रारंभ होती है और दक्षिणी दिशा के बिन्दु " ब" पर मिलती है,जो कि गोपालप्रसाद सं 04 का राजस्व स्तम्भ (आर.एफ.) की ओर पारबेडा अर्थात् नदी किनारा के पूर्वी दिशा पर स्थित है।

ब-भ: यह रेखा बिन्दु "ब" से प्रारंभ होती है और दक्षिणी दिशा के बिन्दु "भ" पर मिलती है, जो कि गोपालप्रसाद संख्या 04 का राजस्व स्तम्भ (आर.एफ.) की ओर पारबेडा अर्थात् नदी किनारा के पूर्वी दिशा पर स्थित है।

भ-म: यह रेखा बिन्दु "भ" से प्रारंभ होती है और दक्षिणी दिशा के बिन्दु "म" पर मिलती है, जोकि गोपालप्रसाद संख्या 04 का राजस्व स्तम्भ (आर.एफ.) की ओर पारबेडा अर्थात् नदी किनारा का पूर्वी दिशा पर स्थित है।

म-य: यह रेखा बिन्दु "म" से प्रारंभ होती है और पश्चिम दिशा के बिन्दु " य" पर मिलती है, जोकि त्रि-जंक्शन गोपालप्रसाद संख्या 04 कुमुंडा की ओर पारबेडा अर्थात् सिंघोडाजोर के दक्षिणी किनार पर स्थित है।

य- य1 : यह रेखा बिन्दु 'य' से प्रारंभ होती है और बिन्दु 'य1' पर मिलती है।

य1-य2 :- यह रेखा बिन्दु "य1" से प्रारंभ होती है और पश्चिम दिशा की ओर होते हुए "य2" पर मिलती है जो कि राजस्व स्तम्भ (आर.एफ.) गोपालप्रसाद संख्या 04 की ओर कुमुंडा की सामान्य रेखा अर्थात् सिंघोडाजोर के दक्षिणी किनारे पर स्थित है।

य2-य3 : यह रेखा बिन्दु "य2" से प्रारंभ होती है और पश्चिम दिशा की ओर होते हुए "य3" पर मिलती है जोकि गोपालप्रसाद सं 04 की ओर कुमुंडा की सामान्य रेखा अर्थात् सिंघोडाजोर के दक्षिणी किनारे पर स्थित है।

य3-य4 : यह रेखा बिन्दु "य3" से प्रारंभ होती है और पश्चिम दिशा की ओर होते हुए "य4" पर मिलती है जोकि गोपालप्रसाद सं 04 की ओर कुमुंडा की सामन्य रेखा अर्थात् सिंघोडाजोर के दक्षिणी किनारे पर स्थित है।

य4-य5 : यह रेखा बिन्दु "य4" से प्रारंभ होती है और दक्षिणी दिशा की ओर होते हुए "य5" पर मिलती है जो कि गोपालप्रसाद संख्या 04 की ओर कुमुंडा की सामान्य रेखा अर्थात् सिंघोडा जोर के दक्षिणी किनारे पर स्थित है।

य5- य6.: यह रेखा बिन्दु "य5" से प्रारंभ होती है और दक्षिणी-पश्चिम दिशा की ओर होते हुए "य6" पर मिलती है जो कि गोपालप्रसाद संख्या 04 की ओर कुमुंडा की सामान्य रेखा अर्थात् सिंघोडाजोर का दक्षिणी किनारे पर स्थित होती है।

य6-य7 : यह रेखा बिन्दु "य6" से प्रारंभ होती है और दक्षिणी-पश्चिम दिशा की ओर होते हुए "य7" पर मिलती है जोकि गोपालप्रसाद सं 04 की ओर कुमुंडा की सामान्य रेखा अर्थात् सिंघोडा जोर का दक्षिणी किनार पर स्थित है।

य7 - य8.: यह रेखा बिन्दु "य7" से प्रारंभ होती है और पश्चिम दिशा की ओर होते हुए "य8" पर मिलती है जोकि त्रि-जंक्शन गोपालप्रसाद संख्या 04 कुमुंडा और कुसुमपाल सं 03 अर्थात् सिंघोडा जोर के दक्षिणी किनार पर स्थित है ।

य8-य9.: यह रेखा बिन्दु "य8" से प्रारंभ होती है और पश्चिम दिशा की ओर होते हुए "य9" पर मिलती है जोकि कुसुमपाल सं 03 और कुमुंडा का सामान्य रेखा अर्थात् सिंघोडाजोर के दक्षिणी किनार पर स्थित है।

य9-य10: यह रेखा बिन्दु "य9" से प्रारंभ होती है और दक्षिणी-पश्चिम दिशा की ओर होते हुए "य10" पर मिलती है जोकि सामान्य रेखा कुसुमपाल सं 03 और कुमुंडा अर्थात् सिंघोडाजोर के दक्षिणी किनारे पर स्थित है।

य10-य11.: यह रेखा बिन्दु "य10" से प्रारंभ होती है और उत्तरी-पश्चिम दिशा की ओर होते हुए "य11" पर मिलती है जो कि ट्राई जंक्शन कुसुमपाल सं 03 कुमुंडा और भालुगाडिआ सं 01 अर्थात् सिंघोडाजोर के दक्षिणी किनारे पर स्थित है।

य11-य12: यह रेखा बिन्दु "य11" से प्रारंभ होती है और उत्तरी दिशा के साथ में होते हुए सामान्य रेखा भालुगाडिआ सं. 01 और कुमुंडा होते हुए "य12" पर मिलती है जोकि कुमुंडा और भालुगाडिआ सामान्य रेखा सिंघोडा जोर के दक्षिणी किनारे पर स्थित है।

य12-य13.: यह रेखा बिन्दु "य12" से प्रारंभ होती है और उत्तरी-पश्चिम दिशा की ओर होते हुए "य13" पर मिलती है जो कि सामान्य रेखा कुमुंडा और भालुगाडिआ सं01 अर्थात् सिंघोडा जोर के दक्षिणी किनारे पर स्थित है।

य13- य14: यह रेखा बिन्दु "य13" से प्रारंभ होती है और दक्षिणी-पश्चिम दिशा की ओर होते हुए "य14" पर मिलती है जो कि सामान्य रेखा कुमुंडा और भालुगाडिआ सं01 सिंघोडा जोर के दक्षिणी किनारे पर स्थित होती है।

य14-य15.: यह रेखा बिन्दु "य14" से प्रारंभ होती है और दक्षिणी-पश्चिम दिशा की ओर होते हुए "य15" पर मिलती है जो कि सामान्य रेखा कुमुंडा ओर भालुगाडिआ सं01 सिंघोडा जोर के दक्षिणी किनारे पर स्थित है।

य15-य16.: यह रेखा बिन्दु "य15" से प्रारंभ होती है और उत्तरी -पश्चिम दिशा की ओर साथ में नदी किनारे होते हुए "य16" पर मिलती है जोकि सामान्य रेखा कुमुंडा और भालुगाडिआ सं01 सिंघोडा जोर के दक्षिणी किनारे पर स्थित है ।

य16-य17.: यह रेखा बिन्दु "य16" से प्रारंभ होती है और दक्षिणी-पश्चिम दिशा की ओर साथ में नदी किनारे होते हुए "य17" पर मिलति है जो कि सामांन्य रेखा कुमुंडा ओर भालुगाडिआ सं01 सिंघोडा जोर का दक्षिणी किनार पर स्थित होति है।

य17.य18.:- यह रेखा बिन्दु "य17" से प्रारंभ होती है और दक्षिणी-पश्चिम दिशा की ओर साथ में नदी किनारे होते हुए "य18" पर मिलती है जोकि सामान्य रेखा कुमुंडा और भालुगाडिआ सं01 सिंघोडा जोर के दक्षिणी किनारे पर स्थित है ।

य18-य19.: यह रेखा बिन्दु "य18" से प्रारंभ होती है और उत्तरी- पश्चिम दिशा की ओर साथ में नदी किनारे होते हुए "य19" पर मिलती है जोकि सामान्य रेखा कुमुंडा और भालुगाडिआ सं. 01 सिंघोडा जोर के दक्षिणी किनारे पर स्थित है।

य19-य20.: यह रेखा बिन्दु "य19" से प्रारंभ होती है और दक्षिणी-पश्चिम दिशा की ओर साथ में नदी किनारे होते हुए "य20" पर मिलती है जो कि सामान्य रेखा कुमुंडा और भालुगाडिआ सं. 01 सिंघोडा जोर के दक्षिणी किनारे पर स्थित है ।

य20-य21.:- यह रेखा बिन्दु "य20" से प्रारंभ होती है और दक्षिणी दिशा की ओर साथ में नदी किनार होते हुए "य21" पर मिलती है जो कि सामान्य रेखा कुमुंडा ओर भालुगाडिआ सं01 सिंघोडा जोर के पूर्वी किनारे पर स्थित है।

य21-य22.: यह रेखा बिन्दु "य21" से प्रारंभ होती है और दक्षिणी-पूर्वी दिशा की ओर साथ में नदी किनारे होते हुए "य22" पर मिलती है जोकि सामान्य रेखा कुमुंडा और भालुगाडिआ सं01 सिंघोडा जोर के पूर्वी किनारे पर स्थित है।

य22-य23.: यह रेखा बिन्दु "य22" से प्रारंभ होती है और दक्षिणी दिशा की ओर साथ में नदी किनार होते हुए "य23" पर मिलती है जो कि सामान्य रेखा कुमुंडा और भालुगाडिआ सं.01 सिंघोडा जोर के पूर्वी किनारे पर स्थित है।

य23-य24.: यह रेखा बिन्दु "य23" से प्रारंभ होती है और दक्षिणी-पश्चिम दिशा की ओर होते हुए "य24" पर मिलती है जोकि सामान्य रेखा कुमुंडा ओर भालुगाडिआ सं01 सिंघोडा जोर के दक्षिणी किनारे पर स्थित है।

य24-य25.: यह रेखा बिन्दु "य24" से प्रारंभ होती है और उत्तरी-पश्चिमी दिशा की ओर होते हुए "य25" पर मिलती है जोकि सामान्य त्रि-जंक्शन कुमुंडा और भालुगाडिआ सं. 01 सिंघोडा जोर के दक्षिणी किनार पर स्थित होती है।

य25-य26.: यह रेखा बिन्दु "य25" से प्रारंभ होती है और उत्तरी-पूर्वी दिशा की ओर होते हुए "य26" पर मिलती है जोकि सामान्य रेखा कुमुंडा और कंकरेई सं 65 अर्थात् सिंघोडा जोर का पश्चिम रेखा प्लॉट सं. 975।

य26-य27.: यह रेखा बिन्दु "य26" से प्रारंभ होती है और उत्तरी-पश्चिमी दिशा की ओर साथ में राजस्व रेखा होते हुए कंकरेई और कुमुडा के बिन्दु "य27" पर मिलती है जोकि त्रि- जंक्शन कुमुंडा और कंकरेई सं. 65 और जयपुर आर.एफ.।

य27-य28.:- यह रेखा बिन्दु "य27" से प्रारंभ होती है और उत्तरी-पश्चिमी दिशा की ओर साथ में सामान्य राजस्व रेखा होते हुए कंकरेई सं. 65 और कुमुंडा "य28" पर मिलती है जोकि राजस्व स्तम्भ अर्थात् पश्चिम दिशा के कुमुडा और जयपुर आर.एफ की पूर्वी दिशा।

य28-य29.: यह रेखा बिन्दु "य28" से प्रारंभ होती है और उतरि-पश्चिम दिशा कि ओर साथ मे राजस्व रेखा होते हुए जयपुर आर. एफ. और कुमुंडा "य29" पर मिलती है जो कि राजस्व स्तम्भ अर्थात् उत्तरी दिशा के कोना कुमुंडा प्लॉट सं. 57 ।

य29-य-30: रेखा "य 29" से आरम्भ होते हुए उत्तर पश्चिम दिशा से होते हुए जयपुर आर. एफ. और कुमुन्डा की सामन्य राजस्व सीमा से बढती हुई कुमुन्डा,मरडहरिहरपुर के त्रि-जंक्शन पर 'य30' बिन्दु से मिलती है, अर्थात ग्राम कुमुंडा के प्लॉट सं-39 के अन्तरी कोना और ग्राम मरडहरिहरपुर के प्लॉट सं-2 के दक्षिणी पश्चिम और जयपुर के संरक्षित वन के पूर्वी भाग ।

य-30-क : रेखा "य 30" से आरम्भ होते हुए उत्तर पश्चिम दिशा से होते हुए मरडहरिहरपुर और जयपुर के सरक्षित वन के सामन्य राजस्व सीमा की ओर बढ़ते हुए जयपुर संरक्षित वन, बड़कठिआ, संरक्षित वन और मरडहरिहरपुर के त्रि-जंक्शन पर बिन्दु "क" के नजदीक पर समाप्त होती है अर्थात मरडहरिहरपुर ग्राम के प्लॉट सं-01 का उत्तर- पश्चिम कोना ।

[फा. सं. 43015/2/2019-एलए एण्ड आईआर]

राम शिरोमणि सरोज, उप सचिव

MINISTRY OF COAL

New Delhi, the 8th March, 2019

S.O. 373.—Whereas, it appears to the Central Government that coal is likely to be obtained from the land in the locality described in the schedule annexed hereto;

And, whereas, the plan bearing number MCL/HA/Notification/2018-19/01, dated the 5th December,2018 containing details of the area of land described in the said Schedule may be inspected at the office of the Director Technical (operation), Mahanadi Coalfields Limited, At- Jagruti Vihar, P.O. Burla, District Sambalpur-768018, Odisha or at the office of the Chief General Manager (Exploration Division), Central Mining Planning and Design Institute limited, Gondwana Place, Kanke Road, Ranchi(Jharkhand) or at the office of the Coal Controller,1, Council House Street, Kolkata-700001 or at the office of the District Collector, District Angul, Odisha;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal from the land described in the said Schedule.

Any person interested in the land described in the said Schedule may-

(i) object to the acquisition of the whole or any part of the land or any right in or over the said land; or

(ii) claim compensation under section 6 of the said Act for any damage caused or likely to be caused by any action taken under sub-section(3) of section 4 thereof; or

(iii) claim compensation under sub-section (1) of section 13 of the Act in respect of prospecting licenses ceasing to have effect or under sub-section(4) of section 13 of the Act for mining lease ceasing to have effect and deliver all maps, charts and other documents relating to the land to show the expenditure incurred in respect of items specified in clauses (i) to (iv) of sub-section (1) of section 13 of the said Act,

to the office of the Director Technical (operation),Mahanadi Coalfields Limited, At- Jagruti Vihar, P.O- Burla, District Sambalpur-768018, Odisha within a period of ninety days from the date of publication of this notification in the Official Gazette.

SCHEDULE

Balabhadra Coal Block

District- Angul, State- Odisha

[plan bearing number MCL/HA/Notification/2018-19/01, dated the 5th December, 2018]

TABLE

Sl. No.	Name of village	Patwari Circle number/ Thana number	Tehsil	District	Area in acres (approxi-mately)	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	Kumunda	119	Talcher (259)	Angul	1174.498	Full
2	Chitalpur	120	Talcher (258)	Angul	529.830	Full
3	Parabeda	121	Talcher (257)	Angul	133.368	Full
4	Banabaspur	10	Talcher (255)	Angul	188.030	Part
5	Maradharharipur	118	Talcher	Angul	649.100	Full

			(167)			
6	Badakathia reserve forest	-	Talcher	Angul	213.640	Part
Total Area:					2888.466 acres (approximately) or 1168.946 hectares (approximately)	

Plot numbers to be notified:

(1) VILLAGE KUMUNDA (FULL):

1 to 5954 , 100/5932 , 101/5883 , 101/6029 , 101/6030 , 101/6031 , 101/6032 , 101/6033 , 101/6076 , 1022/5792 , 103/5988 , 1037/6317 , 1038/6466 , 1038/6467 , 1038/6469 , 1038/6542 , 1042/6476 , 1067/5812 , 1076/6475 , 1078/5819 , 1081/5961 , 1081/5962 , 1084/6567 , 1084/6629 , 1085/6572 , 1089/6391 , 1089/6420 , 1089/6544 , 1090/6185 , 1090/6233 , 1090/6531 , 1090/6532 , 1090/6533 , 1090/6534 , 1090/6535 , 1090/6536 , 1090/6537 , 1113/5794 , 1113/6006 , 1139/5791 , 1143/6023 , 1143/6065 , 1143/6145 , 1143/6220 , 1143/6499 , 1146/6188 , 1146/6209 , 1164/6384 , 1164/6385 , 1164/6433 , 1167/6051 , 1167/6083 , 1167/6213 , 1167/6278 , 1167/6304 , 1167/6506 , 1168/6570 , 1169/6571 , 1219/5952 , 1221/5953 , 127/6639 , 1275/5805 , 1296/5811 , 1299/6580 , 1305/6179 , 1306/5919 , 133/5972 , 133/5973 , 1333/6610 , 1333/6611 , 1333/6627 , 1338/6449 , 1354/6424 , 1365/6418, 1365/6419 , 1397/5976 , 1403/5784 , 1403/5986 , 1404/5785 , 1406/6480 , 1408/5928 , 1408/5929 , 1410/6220 , 1438/5955 , 1439/6299 , 1440/5956 , 1440/5957 , 1441/6091 , 1442/6379 , 1443/6380 , 1446/6092 , 1448/6093 , 1448/6644 , 1449/6094 , 1452/6095 , 1453/5829 , 1454/5830 , 1454/6096 , 1456/6021 , 1456/6057 , 1456/6319 , 1457/6318 , 1467/6541 , 1524/5832 , 1528/6137 , 1528/6514 , 1557/5898 , 156/5810 , 1567/6525 , 159/6235, 159/6236 , 159/6430 , 1613/6086 , 1613/6087 , 1613/6088 , 1613/6375 , 1613/6425 , 1613/6428 , 1622/6680 , 1623/5944 , 1626/6558 , 1636/5921 , 1636/5930 , 1657/5859 , 1664/6515 , 1688/5878 , 1698/5931 , 1700/6247 , 173/6557 , 1742/6581 , 1750/6062 , 1788/5963 , 1795/5902 , 1796/6116 , 1800/6300 , 1805/6050 , 1829/6298 , 1841/6259 , 1841/6261 , 1841/6262 , 1841/6263 , 1847/6260 , 1848/6258 , 1902/5993 , 1909/5871 , 1909/5872 , 191/6573 , 1916/5994 , 1916/5995 , 1928/6244 , 1937/6019 , 1942/5891 , 1943/5890 , 1961/5861 , 199/5818 , 1997/5901, 1998/6504 , 2037/6310 , 2042/6270 , 2043/6190 , 2044/6195 , 2048/6193 , 2049/6191 , 205/5822 , 2050/6192 , 2054/6516 , 2055/6526 , 2058/6026 , 2071/6048 , 2078/6009 , 2087/6186 , 2087/6485 , 2089/6239 , 2094/6154 , 2097/5934 , 2102/5797 , 2104/6361 , 2113/6427 , 2113/6429 , 2114/5852 , 2116/538 , 2116/6426 , 2183/6519 , 2183/6520 , 2183/6521 , 2184/5903 , 2184/5904 , 2184/5905 , 2194/5967 , 2194/5968 , 2194/5969 , 2197/5966 , 221/5817 , 2212/5958 , 2215/5907 , 2232/5915 , 2247/5796 , 2247/5867 , 2254/5814 , 2255/6198 , 2255/6524 , 2257/5997 , 2268/6489 , 2268/6491 , 2268/6500 , 2268/6501 , 2268/6502 , 2269/5916 , 2281/6376 , 2286/5879 , 2286/6377 , 2286/6397 , 2286/6650 , 2288/6456 , 2311/6005 , 2321/5880 , 2321/5881 , 2331/5996 , 2341/5795 , 2341/5900 , 2405/5885 , 2417/6465 , 2445/5854 , 2473/6362 ,2475/5998 , 2476/6522 , 2485/6156 , 2489/6157 , 2497/6582 , 250/6295 , 2503/5982 , 2505/6248 , 2505/6249 , 2519/6559 , 2519/6560 , 2535/6413 , 2536/5892 , 2536/5893 ,2536/5894 , 2536/6272 , 2536/6275 , 2536/6276 , 2537/5895 , 2537/6527 , 2541/6414 , 2541/6415 , 2541/6416 , 2541/6649 , 2547/6105 , 2553/6182 , 2567/5964 , 257/6268 , 257/6269 , 2596/6225 , 2596/6561, 2596/6562 , 2602/8574 , 2629/6049 , 2636/6638 , 2641/6342 ,2641/6457 , 2642/6232 , 2657/5917 , 2657/5918 , 2661/5875 , 2664/5943 , 2712/6484 , 2720/5815 , 2730/5778 , 2757/5889 , 2760/5888 , 2797/5882 , 2811/5835 , 2814/5908 , 2814/5909 , 2829/6382 , 2832/6211 , 2842/5910 ,2842/5911 , 2844/6445 , 2850/6452 , 2850/6453 , 2850/6454 , 2851/5946 , 2852/5858 , 2857/5863 , 2858/5864 ,2878/6633 , 2910/6002 , 2910/6598 , 2923/6264 , 2924/5833 , 2924/6474 , 293/5816 , 2958/6553 , 2971/6146 ,2974/6440 , 2976/6443 , 2976/6444 , 2976/6648 , 2977/6042 , 2987/6464 , 2995/6634 , 3/5925 , 3005/6635 ,3011/5802 , 3017/5787 , 302/5980 , 302/5981 , 302/6481 , 302/6607 , 302/6630 , 3085/5949 , 3087/6043 , 3094/6044 ,3094/6059 , 3096/6451 , 3096/6455 , 3096/6468 , 3096/6492 , 3105/6583 , 3111/6243 , 3117/6530 , 3124/5798 ,3124/5799 , 3126/6024 , 3126/6529 , 3135/5897 , 3138/5924 , 3164/6517 , 3169/6599 , 3177/6034 , 3178/6035 ,3195/5983 , 3196/59843199/5985 , 320/6114 , 321/6115 , 321/6639 , 322/6640 , 3222/5843 , 3230/5912 , 3231/5913 ,3300/6273 , 3321/5920 , 3321/6077 , 3360/6538 , 3385/6008, 3410/5941 , 3412/6477 , 3412/6490 , 3415/6147 , 342/6365 , 342/6381 , 3428/5806 , 3429/5807 , 3430/5808 , 3433/5809, 3438/5774 , 3438/5775 , 3441/5951 , 3446/6109 , 3446/6498 , 3447/5820 , 3470/6306 , 3471/6117 , 3471/6119 , 3471/6120 , 3471/6153 , 3471/6450 , 3471/6472 , 3473/6112 , 3473/6118 , 3473/6267 , 3473/6316 , 3477/6307 , 348/6099 , 3486/6027 , 3486/6090 , 3488/6028 , 3528/6296 , 3528/6364 , 3529/6174 , 3529/6175 , 3529/6417 , 3530/6340 , 3576/6279 , 3576/6280 , 3580/6372 , 3639/6054 , 3649/5941 , 3669/6055 , 3672/6056 , 3688/6111 , 3732/6110 , 374/6036 , 374/6037 , 374/6038 , 374/6039 , 374/6040 , 374/6041 , 3747/5804 , 376/5974 , 3869/6357 , 3871/5947 , 3894/5789 , 394/5824 , 395/5825 , 395/5826 , 3955/5945 , 3964/5834 , 3980/5906 , 3982/5959 , 3995/5896 , 4/5926 , 405/6395 , 4096/5862 , 4096/6245 , 4096/6246 , 4152/5837 , 4152/5838 , 4161/6250 , 4161/6252 , 4165/6196 , 4167/6150 , 4167/6251 , 4167/6345 , 4169/5970 , 4171/5977 , 4172/5845 , 4173/5844 , 4183/6539 , 4222/6302 , 4222/6303 , 4229/6227 , 4231/6144 , 4231/6200 , 4231/6320 , 4231/6321 , 4231/6322 , 4231/6470 , 4231/6631 , 4231/6636 , 4231/6637 , 4232/6169 , 4232/6170 , 4232/6171 , 4233/5857 , 4235/6584 , 424/5975 , 425/5868, 4253/6569 , 426/6614 , 426/6615 , 4278/5965 , 4279/6181 , 4365/6646 , 4366/6647 , 4375/6493 ,4381/6399 , 4389/6241 , 4415/5780 , 4434/6124 , 444/6546 , 444/6547 , 444/6548 , 444/6555 , 4452/6177 , 446/6545 , 446/6549 , 446/6556 , 446/6564 , 4461/6007 , 449/6565 , 450/6277 , 450/6281 , 450/6282 , 450/6283 , 450/6284 , 450/6285 , 450/6289 , 450/6290 , 450/6291 , 450/6292 , 450/6293 , 450/6294 , 450/6305 , 450/6313 , 450/6314 , 450/6315, 450/6323 , 450/6324 , 450/6336 , 450/6337 , 450/6338 , 450/6339 , 450/6373 , 450/6374 , 450/6383 , 450/6396 , 450/6421 , 450/6437 , 450/6543 , 451/6073 , 452/6309 , 4526/5999 , 4546/5781 , 4550/5821457/6084 , 4585/5823 , 4588/5851 , 4598/6652 , 4598/6653 , 4598/6654 , 4601/6010 , 4609/6003 , 4625/6641 , 4625/6642 , 4625/6643 ,

4649/6566 , 4651/6265 , 4652/6254 , 4653/6255 , 4657/5887 , 4684/5886 , 4705/6585 , 4712/5855 , 472/5978 , 472/5979, 4722/5856 , 475/6436 , 4752/5786 , 4757/6068 , 4776/6001 , 4780/6224 , 4788/5776 , 4788/6586 , 4790/6587, 4795/5779 , 4805/5899 , 4807/6164 , 4827/6000 , 4844/6588 , 485/5773 , 4857/6022 , 4857/6237 , 4857/6528 , 4871/6589 , 4873/6590 , 4873/6591 , 4873/6592 , 4873/6593 , 4873/6594 , 4873/6595 , 4880/6132 , 4880/6134 , 4880/6134 , 4880/6461 , 4880/6463 , 4887/6133 , 4887/6135 , 4887/6462 , 49/5923 , 4905/6012 , 491/6616 , 4915/6596 , 492/6617 , 492/6618 , 492/6619 , 4927/6079 , 4947/5241 , 4947/5842 , 4947/6011 , 4947/6129 , 4948/5989 , 4960/6204 , 4961/6004 , 4977/6628 , 4982/6047 , 4983/6155 , 4987/5847 , 506/5827 , 5120/5790 , 5129/6550 , 5129/6551 , 5154/6609 , 5155/6363 , 5174/5870 , 5197/6651 , 520/5828 , 5233/6163 , 5233/6206 , 5233/6207 , 5236/5848 , 5240/6148 , 5251/5777 , 5252/6301 , 5274/6214 , 5274/6215 , 5274/6234 , 5276/6216 , 5278/5950 , 5278/6346 , 5294/5850 , 5295/5849 , 5301/6347 , 5301/6349 , 5308/5869 , 5318/5922 , 5358/6411 , 5358/6435 , 5358/6446 , 5358/6447 , 5358/6448 , 5360/6486 , 5360/6495 , 5362/5942 , 5371/6441 , 5371/6442 , 5371/6488 , 5393/5801, 5394/5938 , 5398/6348 , 5398/6350 , 54/5990 , 540/6612 , 5400/6410 , 5400/6601 , 5401/6398 , 5401/6412 , 541/6613 , 5410/5939 , 5410/5940 , 5420/5937 , 544/6626 , 5456/5831 , 5471/5813 , 5494/5800 , 5496/5936 , 55/5991 , 55/5992 , 550/6620 , 550/6621 , 5503/6431 , 5503/6432 , 551/6622 , 551/6623 , 552/6624 , 555/66255550/5873 , 5563/6600 , 5575/6597 , 5584/5884 , 5591/6152 , 5602/6311 , 5602/6312 , 5609/6020 , 5609/6286 , 5611/6266 , 5611/6343 , 5611/6344 , 5618/6197 , 5618/6202 , 5618/6203 , 5618/6238 , 5618/6568 , 5619/6158 , 5619/6159 , 5619/61765619/6230 , 5619/6351 , 5623/6183 , 5640/5933 , 5641/6217 , 5655/6072 , 5669/6403 , 5670/6404 , 5671/6405 , 5672/6400 , 5673/6401 , 5674/6402 , 5674/6406 , 5675/6352 , 5675/6507 , 5676/6025 , 5676/6080 , 5676/6081 , 5676/6082 , 5676/6089 , 5676/6113 , 5676/6212 , 5676/6242 , 5676/6253 , 5676/6256 , 5676/6325 , 5676/6341 , 5676/6353 , 5676/6359 , 5676/6407 , 5676/6408 , 5676/6508 , 5676/6510 , 5676/6512 , 5677/6509 , 5677/6511 , 5691/6100 , 5691/6101 , 5691/6102 , 5691/6103 , 5691/6104 , 5691/6106 , 5691/6107 , 5691/6108 , 5691/6121 , 5691/6128 , 5691/6149 , 5691/6151 , 5691/6210 , 5691/6518 , 5691/6552 , 5710/5860 , 5723/6360 , 5723/6386 , 5723/6473 , 5723/6483 , 5748/6138 , 5748/6139 , 5748/6140 , 5748/6141 , 5748/6142 , 5748/6161 , 5748/6162 , 5751/6124 , 5751/6125 , 5751/6126 , 5752/6143 , 5752/6205 , 5752/6223 , 5753/6178 , 5757/6052 , 5757/6053 , 5757/6060 , 5757/6069 , 5757/6070 , 5757/6071 , 5757/6074 , 5757/6075 , 5757/6122 , 5757/6127 , 5757/6165 , 5757/6172 , 5757/6173 , 5757/6184 , 5757/6221 , 5757/6222 , 5757/6240 , 5757/6271 , 5757/6287 , 5757/6288 , 5757/6496 , 5757/6497 , 576/6018 , 5762/6063 , 5762/6160 , 5762/6166 , 5762/6168 , 5762/6180 , 5762/6189 , 5762/6231 , 5762/6267 , 605/5839 , 605/5840 , 605/6187 , 605/6354 , 605/6355 , 605/6356 , 605/6513 , 6066/6199 , 614/6378 , 630/6066 , 641/6602 , 641/6603 , 641/6604 , 641/6605 , 641/6606 , 659/6392 , 659/6422 , 661/6368661/6370 , 661/6393.661/6431 , 661/6439 , 661/6487 , 661/6494 , 661/6503 , 661/6523 , 673/6130 , 680/5935 , 680/6061 , 681/6409 , 682/6058 , 682/6505 , 684/6358 , 685/6208 , 685/6471 , 692/6257 , 692/6332 , 692/6478 , 693/6333 , 693/6479 , 696/6085 , 696/6131 , 696/6389 , 697/6308 , 697/6334 , 697/6335 , 698/6136 , 698/6387 , 698/6388 , 698/6390 , 7/5927 , 701/6366 , 701/6367 , 702/6226 , 702/6327 , 702/6328 , 702/6329 , 702/6330 , 702/6331 , 706/6218 , 706/6229 , 707/6228 , 708/6219 , 710/5846 , 713/6554716/5836 , 717/6434 , 727/6045 , 727/6122 , 728/6046, 741/6297 , 755/6482 , 764/6064 , 764/6201 , 813/5793 , 818/5865 , 819/5866 , 823/5788 , 828/6574 , 832/5876 , 832/5877 , 87/6540 , 896/5948 , 902/5960 , 923/6458 , 923/6459 , 923/6460 , 9258/6226 , 937/5971 , 937/6017 , 937/6394 , 942/6369 , 942/6371 , 956/6013 , 956/6014 , 956/6015 , 959/6575 , 963/6576 , 964/6577 , 978/5782 , 979/5783 , 98/5987 , 984/5803 , 985/6578 , 991/6579 , 997/6016.

(2) VILLAGE CHITALPUR (FULL):

1 to 1298 , 1431 , 1028/2019 , 1028/2020 , 1028/2021 , 1028/2022 , 1028/2023 , 1028/2024 , 1031/1667 , 1031/1736 , 1031/2059 , 1035/1692 , 1035/1693 , 1037/1500 , 1037/1626 , 1038/1499 , 1038/1633 , 1039/1522 , 1039/1719 , 104/1413 , 105/1414 , 106/1645 , 1071/1895 , 1071/1896 , 1071/1897 , 1071/1898 , 1071/1899 , 1071/1900 , 1071/1901 , 1072/2007 , 1072/2008 , 1072/2009 , 1072/2010 , 1076/1931 , 1076/1932 , 1076/1937 , 1076/1938 , 1076/1996 , 1077/1999 , 1077/2000 , 1077/2001 , 1077/2002 , 1077/2003 , 1077/2084 , 1081/2004 , 1081/2005 , 1082/1742 , 1082/1751 , 1082/1752 , 1082/1753 , 1082/1764 , 1085/1743 , 1085/1744 , 1085/1745 , 1085/1746 , 1085/1747 , 1085/1748 , 1085/1761 , 1085/1857 , 1085/1907 , 1085/1998 , 1086/1906 , 1086/1908 , 1087/1690 , 1087/1805 , 1088/1540 , 1088/1541 , 1088/1542 , 1091/1740 , 1091/1864 , 1091/2097 , 1092/1648 , 1092/2050 , 1094/1698 , 1095/1354 , 1096/1329 , 1096/1699 , 1097/2039 , 11/1701 , 1100/1432 , 1100/1433 , 1113/1968 , 1113/1969 , 1113/1970, 1113/1971 , 1113/1972 , 1113/1973 , 1113/1974 , 1113/1975 , 1113/1976 , 1113/1977 , 1113/1978 , 1114/1801 , 1114/1802 , 1118/1995 , 1118/2063 , 1118/2064 , 1119/1664 , 1121/1785 , 1121/1787 , 1121/1788 , 1121/1819 , 1121/1856 , 1121/1922 , 1121/1923 , 1121/1933 , 1121/2037 , 1121/2057 , 1121/2058 , 1122/1546 , 1122/1713 , 1124/1800 , 1125/1987 , 1125/1988 , 1125/1989 , 1125/1990 , 1125/1991 , 1125/1992 , 1126/1627 , 1126/1636 , 113/1415 , 1137/1863 , 1141/1380 , 1141/1473 , 1141/1474 , 1152/1979 , 1152/1980 , 1152/1981 , 1152/1983 , 1155/1884 , 1156/1512 , 1156/1523 , 1156/1524 , 1158/1714 , 1159/1715 , 1162/1644 , 1165/1518 , 1165/1519 , 1165/1520 , 1166/1716 , 1173/1793 , 1173/1794 , 1179/1434 , 1180/1995 , 1186/1517 , 1189/1547 , 119/1865 , 1190/1668 , 1197/1397 , 1207/2034 , 1217/1818 , 1217/1820 , 1218/1767 , 1219/1887 , 1219/1888 , 1219/1889 , 1223/1890 , 1224/1852 , 1224/1853 , 1224/1854 , 1225/1791 , 1225/1827 , 1225/1844 , 1225/1855 , 1226/1817 , 1226/1838 , 1226/1885 , 1229/1628 , 1229/1635 , 1230/1816 , 1236/1848 , 1239/1355 , 1239/1388 , 1239/1389 , 1239/1390 , 125/1703 , 1256/1386 , 1256/1387 , 1261/1867 , 1262/1391 , 1262/1891 , 1263/1726 , 1263/1728 , 1263/1729 , 1263/1730 , 1264/1727 , 1264/1731 , 1264/1732 , 1264/1733 , 1264/1734 , 1264/1735 , 1264/1929 , 1265/1868 , 1273/1501 , 1280/2016 , 129/1704 , 1292/1454 , 1292/1455 , 1292/1456 , 1292/1457 , 1292/1458 , 1292/1459 , 1292/1460 , 1292/1461 , 1292/1463 , 1292/1465 , 1292/1466 , 1292/1467 , 1292/1468 , 1292/1469 , 1292/1470 , 1292/1471 , 1292/1472 , 1292/1657 , 1292/1814 , 1292/1815 , 1292/2006 , 1292/2025 , 1292/2047 , 1292/462 , 1296/1655 , 1297/1656 , 130/1705 , 139/1521 , 145/1707 , 1471/1647 , 149/1943 , 149/1944 ,

149/1945 , 149/1946 , 149/1947 , 149/1948 , 149/1949 , 149/1950 , 149/1951 , 149/1952 , 149/1952/2095 , 149/1953 , 149/2096 , 150/1502 , 150/1926 , 150/1927 , 150/2074 , 150/2076 , 150/2077 , 150/2078 , 150/2079 , 150/2080 , 150/2081 , 150/2082 , 150/2083 , 152/1305 , 161/1557 , 163/1558 , 163/1559 , 163/1708 , 18/1332 , 195/1828 , 1992/1464 , 21/1331 , 21/1368 , 21/1771 , 21/1772 , 21/1773 , 21/1774 , 21/1775 , 21/1776 , 21/1777 , 21/1778 , 21/1779, 21/1780 , 21/1781 , 21/1786 , 21/1843 , 21/1904 , 21/1905 , 21/2098 , 21/2099 , 21/2100 , 212/1318 , 212/1629 , 212/1785 , 213/1319 , 216/1309 , 223/1709 , 224/1560 , 225/1561 , 232/2049 , 232/2049/2090 , 24/1568 , 24/1573 , 24/1576 , 24/1581 , 24/1582 , 24/1583 , 24/1584 , 24/1585 , 24/1586 , 24/1587 , 24/1588 , 24/1591 , 24/1593 , 24/1594 , 24/1606 , 24/1608 , 24/1620 , 24/1669 , 24/1670 , 24/1671 , 24/1672 , 24/1673 , 24/1674 , 24/1675 , 24/1676 , 24/1677 , 24/1678 , 24/1679 , 24/1680 , 24/1681 , 24/1682 , 24/1683 , 24/1684 , 24/1685 , 24/1686 , 24/1687 , 24/607 , 245/1396 , 249/1658 , 249/1724 , 250/1374 , 250/1378 , 250/1739 , 252/1476 , 252/1483 , 252/1484 , 252/1485 , 252/1486 , 252/1487 , 252/1940 , 252/2085 , 252/2086 , 255/1317 , 255/1984 , 255/1985 , 255/1986 , 259/1488 , 259/1763 , 267/1994 , 269/1489 , 269/1939 , 270/1322 , 270/1652 , 270/1653 , 270/1738 , 270/1809 , 272/1529 , 273/1528 , 273/1866 , 275/1666 , 281/1527 , 282/1543 , 282/1544 , 282/1545 , 285/1303 , 285/1306 , 285/1530 , 285/1531 , 285/1532 , 289/1649 , 289/1688 , 289/1689 , 289/2048 , 290/1954 , 292/1379 , 292/1562 , 304/1655 , 305/1423 , 305/1424 , 305/1425 , 305/1426 , 305/1427 , 305/1428 , 305/1429 , 315/1493 , 315/1631 , 317/1492 , 319/1526 , 32/1308, 32/1356 , 32/1357 , 32/1358 , 32/1360 , 32/1361 , 32/1370 , 32/1638 , 32/1640 , 32/1641 , 32/1643 , 32/1807 , 32/2014 , 32/2026 , 32/2027 , 32/2028 , 32/2056 , 33/1337 , 33/1338 , 33/1344 , 33/1345 , 33/1346 , 330/1304 , 333/1623, 333/1634 , 335/1725 , 337/1551 , 337/1552 , 337/1553 , 337/1662 , 338/1554 , 338/1555 , 338/1556 , 341/1384 , 342/1385 , 345/1435 , 345/1993 , 346/1660 , 346/1955 , 349/1624 , 349/1630 , 350/1398 , 351/1399 , 351/1697 , 351/2055 , 359/1382 , 360/1381 , 360/1717 , 360/2060 , 361/2069 , 364/1494 , 364/1495 , 364/1538 , 37/1928, 37/2091 , 372/1496 , 375/1394 , 394/1533 , 4/1333 , 4/1334 , 4/1335 , 4/1336 , 4/1339 , 4/1340 , 4/1341 , 4/1342 , 4/1343 , 4/1347 , 4/1348 , 4/1362 , 4/1372 , 4/1375 , 4/1376 , 4/1377 , 4/1696 , 4/2029 , 4/2030 , 4/2033 , 4/2035 , 4/2041 , 4/2042 , 4/2043 , 4/2044 , 4/2045 , 4/2046 , 4/2070 , 4/2071 , 4/2075 , 40/1328 , 40/1720 , 40/1754 , 40/1755 , 40/1756 , 40/1757 , 40/1758 , 412/1659 , 412/1956 , 412/1957 , 412/1958 , 412/1959 , 413/1821 , 414/1563 , 430/1651 , 431/1383 , 432/1332 , 433/1497 , 433/1497/1564 , 446/1324 , 446/1325 , 448/1710 , 46/1353 , 46/1366 , 46/1367 , 46/1371 , 46/1373 , 46/1565 , 46/1622 , 46/1749 , 46/1750 , 46/1759 , 46/1760 , 46/1770 , 46/1790 , 46/1795 , 46/1804 , 46/1824 , 46/1825 , 46/1826 , 46/1829 , 46/1830 , 46/1831 , 46/1832 , 46/1834 , 46/1835 , 46/1836 , 46/1837 , 46/1845 , 46/1849 , 46/1850 , 46/1851 , 46/1858 , 46/1859 , 46/1860 , 46/1903 , 46/1910 , 46/1911 , 46/1912 , 46/1913 , 46/1914 , 46/1915 , 46/1916 , 46/1917 , 46/1918 , 46/1920 , 46/1930 , 46/1934 , 46/1935 , 46/1936 , 46/2038 , 46/2051 , 46/2067 , 463/1871 , 467/1765 , 467/1766 , 47/1307 , 471/1797 , 471/1803 , 471/1808 , 471/1833 , 471/1872 , 471/1924 , 471/2031 , 473/1847 , 473/2052 , 475/1548 , 475/1549 , 475/1550 , 476/1711 , 483/1960 , 483/1961 , 483/1962 , 483/1963 , 483/1964 , 483/1965 , 483/1966 , 483/1967 , 494/1534 , 494/1535 , 494/1536 , 51/1504 , 51/1505 , 51/1506 , 51/1507 , 51/1508 , 51/1509 , 51/1510 , 51/1718 , 51/1869 , 52/1359 , 52/1392 , 52/1393 , 522/1873 , 53/1511 , 53/1512 , 53/1514 , 53/1515 , 53/1516 , 53/1870 , 53/513 , 535/1712 , 54/1491 , 545/1430 , 55/1323 , 56/1503 , 56/1503/2087 , 56/1503/2088 , 56/1503/2089 , 56/1737 , 56/1925 , 564/1537 , 564/1539 , 570/1625 , 575/1874 , 577/1349 , 577/1875 , 579/1299 , 586/1439 , 587/1498 , 59/1326 , 59/1694 , 59/2061 , 61/1327 , 61/1352 , 61/1702 , 627/1941 , 628/1846 , 632/1363 , 632/2015 , 632/2017 , 632/2068 , 632/2092 , 632/2093 , 636/1876 , 638/1877 , 639/1300 , 639/1403 , 639/1404 , 639/1405 , 639/1406 , 639/1407 , 639/1408 , 639/1409 , 643/1482 , 646/1475 , 646/1477 , 646/1478 , 646/1479 , 646/1480 , 646/1481 , 653/1416 , 653/1417 , 653/1418 , 654/1419 , 654/1420 , 654/1421 , 654/1422 , 663/1310 , 665/2062 , 67/1706 , 685/1637 , 687/1642 , 688/1806 , 692/1639 , 693/1566 , 694/1792 , 696/1320 , 696/1862, 696/1921 , 696/1997 , 696/2018 , 702/1301 , 722/1798 , 724/1842 , 728/1799 , 731/2040 , 732/1321 , 734/1663 , 734/1909 , 74/1401 , 74/1402 , 74/1444 , 740/1609 , 740/1610 , 740/1612 , 740/1613 , 742/1722 , 743/1723 , 745/1614 , 745/1615 , 745/1616 , 745/1617 , 745/1618 , 745/1619 , 756/1364 , 76/1312 , 76/1313 , 76/1314 , 76/1315 , 76/1316 , 764/1365 , 764/1796 , 766/1762 , 766/1782 , 766/1783 , 766/1784 , 79/1311 , 792/1691 , 80/1395 , 801/1661 , 804/1453 , 804/1650 , 804/1665 , 805/1450 , 805/1451 , 805/1452 , 806/1443 , 806/1444 , 806/1445 , 806/1446 , 806/1447 , 806/1448 , 806/1449 , 809/1369 , 810/1654 , 820/1441 , 821/1442 , 823/1700 , 823/1721 , 828/1440 , 828/2036 , 828/2065 , 828/2066 , 829/1902 , 829/1919 , 830/1412 , 853/1410 , 853/1411 , 856/1810 , 856/1888 , 856/1892 , 856/1893 , 856/1894 , 858/1768 , 858/1769 , 858/1822 , 858/1823 , 858/1861 , 859/1436 , 859/1437 , 859/1438 , 883/1886 , 892/1646 , 892/2053 , 901/1878 , 905/1879 , 906/1942 , 907/1880 , 908/1812 , 908/1881 , 908/2011 , 908/2013 , 908/2054 , 91/1302 , 913/2094 , 916/1351 , 932/1813 , 932/1882 , 932/2012 , 941/1839 , 941/1840, 941/1841 , 964/1350 , 970/1602 , 971/1601 , 994/1883.

(3) VILLAGE PARABEDA (FULL):

1 to 285 , 1/339 , 1/494 , 1/495 , 1/500 , 1/501 , 1/502 , 1/517 , 1/519 , 1/520 , 1/521 , 1/522 , 1/523 , 1/524 , 1/525 , 1/526 , 1/527 , 100/326 , 103/288 , 106/350 , 107/305 , 113/309 , 114/294 , 115/337 , 128/308128/466 , 128/467 , 128/468 , 130/469 , 130/470 , 130/471 , 132/313 , 135/426 , 135/474 , 135/483 , 135/513 , 135/514 , 135/515 , 136/316 , 138/314 , 144/382 , 144/441 , 145/443 , 145/450 , 145/558 , 146/423 , 149/408 , 150/447 , 151/407 , 151/409 , 151/410 , 152/439 , 153/392 , 153/393 , 154/448 , 154/449 , 154/452 , 154/453 , 155/479 , 155/496 , 155/497 , 155/498 , 156/437 , 156/438 , 157/431 , 157/433 , 157/435 , 158/424 , 159/302 , 159/454 , 160/317 , 160/411 , 160/432 , 160/434 , 160/436 , 161/343 , 161/344 , 162/429 , 162/451 , 162/475 , 162/476 , 162/477 , 162/478 , 162/489 , 162/493 , 163/353 , 163/455 , 163/456 , 163/457 , 163/458 , 163/459 , 163/460 , 163/480 , 163/481 , 167/345 , 172/290 , 180/300 , 180/301 , 180/490 , 181/386 , 181/399 , 181/400 , 182/346 , 182/347 , 182/348 , 182/349 , 183/306 , 184/341 , 184/342 , 184/362 , 184/363 , 184/364 , 184/367 , 184/371 , 184/372 , 184/375 , 184/376 , 184/389184/404 , 184/419 , 184/427 , 184/428 , 184/445 , 184/484 , 184/492 , 184/499 , 185/289 , 186/287 , 186/351 , 186/383 , 186/384 , 186/385 , 186/387 , 186/388 , 186/390 , 186/391 , 186/394 , 186/395 , 186/398 , 186/401 , 186/402 , 186/405 , 186/406 , 186/412 , 186/413 , 186/414 , 186/415 , 186/416 , 186/417 , 186/418 , 186/425 , 186/430 , 186/442 , 186/482 , 188/299 , 190/297 , 192/298 , 192/312 , 194/311 , 195/396 , 195/397 , 195/403 , 195/446 , 2/440 , 2/528 , 2/529 , 2/530 , 2/531 , 2/532 , 2/533 , 2/534 , 2/535 , 2/536 ,

2/537 , 2/538 , 2/539 , 2/540 , 2/541 , 200/295 , 204/330 , 206/331 , 210/332 , 214/333 , 215/328 , 233/420 , 233/421 , 233/422 , 233/472 , 233/473 , 233/487 , 234/485 , 234/486 , 234/488 , 245/464 , 245/465 , 245/491 , 27/511 , 281/296 , 3/291 , 3/292 , 3/368 , 3/369 , 3/542 , 3/543 , 3/544 , 3/545 , 3/546 , 3/547 , 30/503 , 31/504 , 31/505 , 31/506 , 34/370 , 34/512 , 34/557 , 341/374 , 39/293 , 39/554 , 4/509 , 44/329 , 48/336 , 48/462 , 49/379 , 53/318 , 57/307 , 59/303 , 59/304 , 6/548 , 6/549 , 6/550 , 6/551 , 6/552 , 6/553 , 62/327 , 63/377 , 63/380 , 69/510 , 7/507 , 7/508 , 74/463 , 75/352, 75/354 , 75/444 , 78/338 , 8/286 , 81/322 , 81/324 , 81/365 , 81/366 , 81/461 , 85/335 , 86/378 , 86/381.88/323 , 90/340 , 92/334.

(4) VILLAGE BANABASPUR (PART):

1 to 61, 624 to 650, 2/1095, 37/1255, 38/1100, 51/1090 , 51/1091 , 51/1151 , 60/1258 , 629/1150 , 632/1146 , 632/1147 , 650/1148.

(5) VILLAGE MARADHARHARIPUR (FULL):

1to 815 , 113/906 , 118/1013 , 118/1014 , 118/855 , 119/1015 , 119/1016 , 119/1017 , 120/1092 , 120/1105 , 120/1106 , 121/1014 , 121/853 , 128/1021 , 128/1022 , 128/1042 , 128/1043 , 141/859 , 144/837 , 147/860 , 149/844 , 151/858 , 17/1158 , 17/1194 , 17/995 , 17/997 , 172/1091 , 172/1172 , 179/923 , 18/851 , 19/1161 , 234/1127 , 234/1128 , 234/1129, 234/1130 , 234/1131 , 234/1132 , 234/1133 , 234/1168 , 236/1002 , 236/1004 , 236/1005 , 236/1006 , 236/1007 , 236/942 , 236/943 , 236/944 , 236/945 , 236/946 , 236/947 , 237/948 , 237/949 , 237/950 , 237/951, 238/1008, 238/1009 , 238/1010 , 238/1011 , 238/1012 , 238/952 , 238/953 , 238/954 , 318/1195 , 318/838 , 322/872, 324/852 , 329/826 , 331/931 , 331/938 , 332/873 , 332/874 , 332/875 , 332/876 , 332/877 , 332/878 , 332/879 , 332/925, 332/926 , 332/927 , 332/974 , 333/914 , 333/915 , 333/916 , 334/1086 , 334/1179 , 334/1180 , 334/1182 , 334/880, 334/881 , 334/882 , 334/883 , 334/884 , 375/980 , 375/982 , 375/983 , 376/1107 , 376/1113 , 376/1174 , 376/1175, 376/1184 , 376/1188 , 376/890 , 376/891 , 376/900 , 376/901 , 376/902 , 376/903 , 384/888 , 385/1035 , 385/960, 385/984 , 386/968, 386/986 , 399/1102 , 399/893 , 399/1187 , 400/894 , 402/1033 , 402/895 , 402/981 , 407/896, 407/897 , 409/898 , 436/824 , 449/1206 , 449/1207 , 449/1208 , 449/1209 , 453/917 , 455/905 , 466/818 , 467/868, 468/731 , 468/832 , 468/835 , 468/836 , 469/846 , 469/847 , 469/848 , 469/849 , 472/1120 , 472/1121 , 472/1122, 472/1123 , 472/1124 , 473/1173 , 477/1199 , 477/1199/1220 , 477/1199/1219 , 477/1199/1221 , 477/1199/1222, 479/1189 , 479/1190 , 479/1191 , 506/974 , 506/975 , 506/976 , 506/977 , 506/978 , 506/979 , 511/988 , 512/989, 512/990 , 512/991 , 512/992 , 514/1097 , 516/1098 , 517/1099 , 523/887 , 525/1020 , 525/1038 , 525/1039 , 525/962, 526/963 , 527/964 , 528/1103 , 536/1210 , 536/1211 , 556/1203 , 557/1162 , 557/1164 , 557/1165 , 561/1160 , 561/1185, 564/1163 , 196/857 , 206/1100, 21/1159 , 21/816 , 21/907 , 21/996 , 21/998 , 210/1085 , 210/966 , 211/965 , 213/856, 215/870 , 234/1125 , 234/1126 , 610/1095 , 610/1166 , 618/1116 , 618/1117 , 618/1118 , 618/1119 , 618/1167 , 618/819, 625/830 , 644/1134 , 644/829 , 645/1030 , 646/1178 , 646/1181 , 646/1183 , 610 , 238/955 , 238/956 , 238/957, 241/1001 , 241/1003 , 246/845 , 255/871, 263/1096 , 269/1186 , 269/1200 , 269/1201 , 269/1202 , 277/817 , 288/869, 656/820 , 660/1154 , 668/1031 , 67/861 , 672/1146 , 672/1147 , 672/1148 , 672/1149 , 672/1150 , 672/1151 , 672/1152, 677/904 , 68/862 , 689/827 , 69/863 , 610/1094 , 334/885 , 334/886 , 334/941 , 337/821 , 345/892 , 352/841 , 355/825, 357/889 , 359/1032 , 375/1033, 375/1034 , 375/1037 , 375/1112 , 375/959 , 70/864 , 707/839 , 71/866 , 718/1171, 718/1196 , 718/1197 , 718/1198 , 718/1204 , 718/1213 , 72/867 , 720/834 , 721/840 , 729/833 , 73/865 , 730/958, 409/899 , 410/822 , 413/1140 , 413/1141, 413/842 , 416/1155 , 416/1157 , 417/1043 , 419/1044 , 420/1045 , 421/1046, 422/1047 , 432/1205 , 436/823 , 731/843 , 741/1135 , 742/1136 , 744/1067 , 744/1138 , 745/1023 , 745/1064 , 745/1066, 745/1137 , 745/1139 , 749/1025 , 749/1026 , 749/1028 , 75/854 , 755/1024 , 479/1192 , 479/1193 , 479/908 , 479/909 , 479/910 , 479/911 , 479/912 , 479/913 , 496/993 , 506/969 , 506/970 , 506/971 , 506/972 , 506/973 , 755/1027, 758/1156, 758/1169 , 765/1115 , 765/1170 , 772/1065 , 779/1143 , 779/1144 , 780/1145 , 785/1108 , 785/1110 , 785/994, 786/1109 , 786/1111 , 793/985 , 565/1018 , 565/1153 , 565/1227 , 566/1087 , 566/1088 , 566/1089 , 566/1090, 566/1093, 570/961 , 575/921 , 576/922 , 584/1000 , 584/1019 , 584/1029 , 801/940 , 808/920 , 808/987 , 809/819, 810/1216 , 810/818 , 812/1101 , 813/1104 , 813/967 , 880/929 , 880/939 , 881/930 , 881/931 , 881/936 , 881/937.

(6) Badakathia, reserve forest (R.F.) (Part) : Area – 213.640 acres.

Boundary Description:

A-B: The line starts from Point 'A' which is situated at tri-junction Pillar of village Maradahariharapur, Jaypur (R.F.) and Badakathia (R.F.). Then it moves towards east direction in the area of Badakathia (R.F.) up to common boundary of Maradaharaharipur and Badakathia (R.F.) touch on revenue pillar at point 'B' which is situated north of the plot No. 332 of Maradahariharapur.

B-C: The line starts from 'B' and moves towards east direction in the area of Badakathia (R.F.) to meet point 'C' (tri-junction point of Badakathia RF, Maradahariharapur and Badahar No- 117). The tri junction point is situated north side of plot No. 902 of Maradahariharpur and common boundary with Badahar No.117 and Badakathia (R.F.).

C-D: The lines start from 'C' and moves towards east direction along common boundary of Maradahariharpur and Badahar No-117. /North side of the plot No-902, 900, 876 and 981to meet point 'D' on revenue pillar.

D-E: The lines start from 'D'and moves towards east direction along common boundary of Maradahariharpur and Badahar No-117/North side of the plot No-382 of Maradhariharpurto meet point 'E'.

E-F **:** The line starts from 'E' which is situated at north corner of plot no. 382 of village Maradhariharpur and moves towards south along eastern boundary of plot no. 382 and again moves towards east direction to meet point 'F' on common tri-junction point of Badahar No-117, Chittalpur and Maradhariharpur.

F-G: The line starts from 'F' on tri-junction point of Badahar No-117, Chittalpur and Maradhariharpur moves towards east direction to meet point 'G', which is situated on common boundary i.e. south of Badahar No-117 and north of Chittalpur.

G-H: The line starts from 'G' moves towards east direction to meet point 'H', which is situated on common boundary i.e. south of Badahar No-117 and north of Chittalpur i.e. north boundary of plot No-04.

H-I: The line starts from 'H' moves towards east direction to meet point 'I', which is situated on common boundary revenue pillar i.e. south side of Badahar No-117 and north of Chittalpur i.e. north boundary of plot No-47.

I-J: The line starts from 'I' moves towards east direction to meet point 'J', which is situated on common boundary revenue pillar i.e. south side of Badahar No-117 and north of Chittalpur i.e. north boundary of plot No-47.

J-K: The line starts from 'J' moves towards east direction to meet point 'K', which is situated on common boundary tri-junction pillar of Badahar No-117, Chittalpur and Banabaspur, i.e. south side of Badahar No-117 and north-east side of Chittalpur and north-west of Bananbaspur .

K-L: The line starts from 'K' moves towards east direction to meet point 'L', which is situated on common boundary revenue pillar of Badahar No-117 and Banabaspur, i.e. north side of plot No-1 of Bananbaspur .

L-M: The line starts from 'L' moves towards east direction to meet point 'M', which is situated on common boundary tri-junction pillar of Badahar No-117, Banabaspur and Baghabaspur No-11, i.e. near SingdaJora.

M-N: The line starts from 'M' moves towards east direction to meet point 'N', which is situated on common boundary tri-junction pillar of Badahar No-117, Banabaspur and Baghabaspur No-11, i.e. east side of Singda Jora bank.

N-O: The line starts from 'N' moves towards south direction to meet point 'O', which is situated on common boundary of Banabaspur and Baghabaspur No-11 i.e. east boundary of plot No- 1095 of village Banabaspur.

O-P: The line starts from 'O' moves towards south-east direction to meet point 'P', which is situated on common boundary of Banabaspur and Baghabaspur No-11 i.e. east boundary of plot No- 1095 of village Banabaspur and east bank of SingdaJora.

P-Q: The line starts from 'P' moves towards south direction to meet point 'Q', which is situated on common boundary of Banabaspur and Baghabaspur No-11 i.e. east boundary of plot No- 1095 of village Banabaspur and east bank of SingdaJora.

Q-R: The line starts from 'Q' moves towards south direction along east of Singda Jora bank to meet point 'R', which is situated on common boundary of Banabaspur and Baghabaspur No-11 i.e. east boundary of plot No- 1095 of village Banabaspur and east bank of SingdaJora.

R-S: The line starts from 'R' moves towards south direction to meet point 'S', which is situated on common boundary of Banabaspur No-10 and east side of plot No-624 of Banabaspur and north corner of plot No-651 of village Parabeda.

S-T: The line starts from 'S' moves towards south-east direction to meet point 'T', which is situated on common boundary of Banabaspur No-10 and east side of plot No-52 of village Parabeda.

T-U: The line starts from 'T' moves towards south-east direction to meet point 'U', which is situated on common boundary tri-junction point of Banabaspur No-10, Gopal Prasad No-04 and Parabeda i.e. east side of plot No-350 of village Parabeda.

U-V: The line starts from 'U' moves towards south direction to meet point 'V', which is situated on revenue pillar of Gopal Prasad No-04 and Parabeda i.e. east side of river bank.

V-W: The line starts from 'V' moves towards south direction to meet point 'W', which is situated on common boundary of Gopal Prasad No-04 and Parabeda i.e. east side of river bank.

W-X: The line starts from 'W' moves towards south direction to meet point 'X', which is situated on common boundary of Gopalprasad No-04 and Parabeda i.e. east side of river bank.

X-Y: The line starts from 'X' moves towards south direction to meet point 'Y', which is situated on common boundary of Gopal Prasad No-04 and Parabeda i.e. east side of river bank.

Y-Z: The line starts from 'Y' moves towards west direction to meet point 'Z', which is situated on common tri-junction point of Gopal Prasad No-04, Kumunda and Parabeda i.e. south bank of SingdaJora.

Z-Z1: The lines starts from point Z and meets at point Z1.

Z1- Z2 : The line starts from 'Z1' moves towards west direction to meet point 'Z2', which is situated on common boundary revenue pillar of Gopal Prasad No-04 and Kumunda i.e. south bank of SingdaJora.

Z2- Z3 : The line starts from 'Z2' moves towards west direction to meet point 'Z3', which is situated on common boundary of Gopal Prasad No-04 and Kumunda i.e. south bank of SingdaJora.

Z3- Z4 : The line starts from 'Z3' moves towards west direction to meet point 'Z4', which is situated on common boundary of Gopal Prasad No-04 and Kumunda i.e. south bank of SingdaJora.

Z4- Z5 : The line starts from 'Z4' moves towards south direction to meet point 'Z5', which is situated on common boundary of Gopalprasad No-04 and Kumunda i.e. south bank of SingdaJora.

Z5- Z6 : The line starts from 'Z5' moves towards south-west direction to meet point 'Z6', which is situated on common boundary of Gopalprasad No-04 andKumunda i.e. south bank of SingdaJora.

Z6- Z7 : The line starts from 'Z6' moves towards south-west direction to meet point 'Z7', which is situated on common boundary of Gopalprasad No-04 and Kumunda i.e. south bank of SingdaJora.

Z7- Z8 : The line starts from 'Z7' moves towards west direction to meet point 'Z8', which is situated on tri-junction point of Gopalprasad- 04, Kumunda and Kususmpal No-03 i.e. south bank of SingdaJora.

Z8- Z9 : The line starts from 'Z8' moves towards west direction to meet point 'Z9', which is situated on common boundary of Kusumpal No-03 and Kumunda i.e. south bank of SingdaJora.

Z9- Z10 : The line starts from 'Z9' moves towards south-west direction to meet point 'Z10', which is situated on common boundary of Kusumpal No-03 and Kumunda i.e. south bank of SingdaJora.

Z10- Z11 : The line starts from 'Z10' moves towards north-west direction to meet point 'Z11', which is situated on tri-junction point ofKusumpal No-03 ,Kumunda, Bhalugadia No-01 i.e. south bank of SingdaJora.

Z11- Z12 : The line starts from 'Z11' moves towards north direction along common boundary of Bhalugadia-01 and Kumunda to meet point 'Z12', which is situated on common boundary of Kumunda and Bhalugadia south bank of SingdaJora.

Z12- Z13 : The line starts from 'Z12' moves towards north-west direction to meet point 'Z13', which is situated on common boundary of Kusumpal No-03 ,Kumunda , Bhalugadia No-01 i.e. south bank of SingdaJora.

Z13- Z14 :- The line starts from 'Z13' moves towards south-west direction to meet point 'Z14', which is situated on common boundary of Kumunda , Bhalugadia No-01 / south bank of SingdaJora.

Z14- Z15 : The line starts from 'Z14' moves towards south-west direction to meet point 'Z15', which is situated on common boundary of Kumunda , Bhalugadia No-01 / south bank of SingdaJora.

Z15- Z16 : The line starts from 'Z15' moves towards north-west direction along river bank to meet point 'Z16', which is situated on common boundary of Kumunda , Bhalugadia No-01 / south bank of SingdaJora.

Z16- Z17 : The line starts from 'Z16' moves towards south-west direction along river bank to meet point 'Z17', which is situated on common boundary of Kumunda , Bhalugadia No-01 / south bank of SingdaJora.

Z17- Z18 : The line starts from 'Z17' moves towards south-west direction along river bank to meet point 'Z18', which issituated on common boundary of Kumunda , Bhalugadia No-01 / south bank of SingdaJora.

Z18- Z19 : The line starts from 'Z18' moves towards north-west direction along river bank to meet point 'Z19', which issituated on common boundary of Kumunda , Bhalugadia No-01 / south bank of SingdaJora.

Z19- Z20 : The line starts from 'Z19' moves towards south-west direction along river bank to meet point 'Z20', which issituated on common boundary of Kumunda , Bhalugadia No-01 / south bank of SingdaJora.

Z20- Z21 : The line starts from 'Z20' moves towards south direction along river bank to meet point 'Z21', which is situated on common boundary of Kumunda , Bhalugadia No-01 / east side bank of SingdaJora.

Z21- Z22 : The line starts from 'Z21' moves towards south-east direction along river bank to meet point 'Z22', which is situated on common boundary of Kumunda , Bhalugadia No-01 / east bank of SingdaJora.

Z22- Z23 : The line starts from 'Z22' moves towards south direction along river bank to meet point 'Z23', which is situated on common boundary of Kumunda , Bhalugadia No-01 / east bank of SingdaJora.

Z23- Z24 : The line starts from 'Z23' moves towards south-west direction to meet point 'Z24', which is situated on common boundary of Kumunda , Bhalugadia No-01 / south bank of SingdaJora.

Z24- Z25 :- The line starts from 'Z24' moves towards north-west direction to meet point 'Z25', which is situated on common tri-junction point of Kumunda , Bhalugadia No-01 and / south bank of SingdaJora.

Z25- Z26 : The line starts from 'Z25' moves towards north-east direction to meet point 'Z26', which is situated on common boundary of Kumunda , Kankrei No-65 i.e. west boundary of plot No- 975.

Z26- Z27 : The line starts from 'Z26' moves towards north west direction along common revenue boundary of Kankrei and Kumunda to meet point 'Z27' on tri-junction point of Kumunda , Kankrei No-65 andJayapur RF.

Z27- Z28: The line starts from 'Z27' moves towards north west direction along common revenue boundary of Kankrei-65andKumundato meet point 'Z28' on revenue pillar i.e. west side of Kumunda and east ofJayapur RF.

Z28- Z29: The line starts from 'Z28' moves towards north west direction along common revenue boundary of Jaypur RF and Kumunda to meet point 'Z29' on revenue pillar i.e. near north corner of plot no-57 of Kumunda.

Z29- Z30: The line starts from 'Z29' moves towards north west direction along common revenue boundary of Jaypur RF and Kumunda to meet point 'Z30' on tri-junction pillar of Kumnda, Maradhariharpur i.e. north corner of plot no-39 of Kumunda village and south west corner of plot no-2 of village Maradahariharpur And east side of Jaypur reserve forest.

Z30- A: The line starts from 'Z30' moves towards north west direction along common revenue boundary of Maradahariharpur and Jaypur reserve forest to close at point 'A' on tri-junction pillar of Jaypur Reserve Forest, Badakathia Reserve Forest and Maradhariharpur i.e. north-west corner of plot no-1 of Maradahariharpur village.

[F. No. 43015/2/2019-LA&IR]

RAM SHIROMANI SAROJ, Dy. Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 21 फरवरी, 2019

का.आ. 374.—पेट्रोलियम और खनिज पाइपलाइन की धारा (2) के खंड (क) के अनुसरण में (भूमि में उपयोगकर्ता के अधिकार का अधिग्रहण) अधिनियम, 1962 (1962 का 50), और राजपत्र अधिसूचना के आधार पर भारत के राजपत्र में पेट्रोलियम और प्राकृतिक गैस मंत्रालय द्वारा अधिसूचना संख्या 2709(ई) दिनांक 27 अक्टूबर, 2009 को प्रकाशित हुई, और अधिसूचना संख्या 1173 दिनांक 26 मई, 2016, भारत के राजपत्र में पेट्रोलियम और प्राकृतिक गैस मंत्रालय द्वारा दिनांक 18 ज़ून, 2016 को प्रकाशित हुई, के अतिक्रमण में केंद्रिय़ सरकार इसके द्वारा **"विशेष भूमि अज़ॅन्न अधिकारी, जीआईडीसी, जिला भरूच"** को अधिकृत किया है. तेल और प्राकृतिक गैस निगम लिमिटेड, अंकलेश्वर एसेट द्वारा गुजरात राज्य में गैस / तेल / पानी के परिवहन के लिए पाइपलाइन बिछाने के लिए उक्त अधिनियम के तहत सक्षम प्राधिकारी के कार्यों को करने के लिए प्राधिकृत (2) अनुसूची के अनुसार क़रती है: -

सारणी

प्राधिकारी का नाम और पता	अधिकार का क्षेत्र
(1)	(2)
"विशेष भूमि अज़ॅन्न अधिकारी, जीआईडीसी, जिला भरूच"	**भरूच, सुरत, वडोदरा, आनंद और नवसारी**

यह अधिसूचना उसके जारी होने की तारीख से प्रभावी होगी।

[फा. सं. ओ-12026/15/2014-ओएनजी-III]

एम. सी. भट्ट, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 21st February, 2019

S.O. 374.—In pursuance of Clause (a) of Section 2 of the Petroleum and Minerals Pipeline (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), and in supersession of Gazette Notification No. S.O. 2709(E) dated 27th October, 2009 published by Ministry of Petroleum and Natural Gas in the Gazette of India dated 28th October, 2009 and Notification No. S.O.1173, dt. 26th May, 2016 published by Ministry of Petroleum and Natural Gas in the Gazette of India dated 18th June, 2016, the Central Government hereby authorizes **"Special Land Acquisition Officer, GIDC, Dist. : Bharuch"** to perform the functions of the Competent Authority under the said Act for laying of pipelines for transportation of gas/oil/water in the state of Gujarat by Oil and Natural Gas Corporation Limited, Ankleshwar Asset in respect of the areas specified in column (2) of the schedule namely:-

TABLE

Name and address of Authorities	Area of Jurisdiction
(1)	(2)
"SPECIAL LAND ACQUISITION OFFICER, GIDC, DIST. : BHARUCH"	**AREA FALLING IN DISTRICTS BHARUCH, SURAT, VADODARA, ANAND AND NAVSARI**

This notification will be effective from the date of its issue.

[F. No. O-12026/15/2014-ONG-III]

M.C. BHATT, Under Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 13 फरवरी, 2019

का.आ. 375.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स, निदेशक, अंतरिक्ष अनुप्रयोग केंद्र,भारत सरकार, डी/ओ स्पेस, इसरो सैटेलाइट, अहमदाबाद, और अन्य एवं उनके कर्मचारी के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, न. 1, अहमदाबाद के पंचाट (संदर्भ संख्या 58/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 11.02.2019 को प्राप्त हुआ था ।

[सं. एल-42012/210/2011-आईआर (डीयू)]

राजेंद्र जोशी, उप निदेशक

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 13th February, 2019

S.O. 375.—In pursuance of Section 17 of the Industrial Dispute act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 58/2012) of the Central Government Industrial Tribunal cum-Labour-Court Ahmedabad, as shown in the Annexure, in the Industrial dispute between the employers in relation to the Director, Space Application Centre, Government of India, D/o Space, ISRO Satellite, Ahmedabad and Others, and their workmen which were received by the Central Government on 11.02.19.

[No. L-42012/210/2011-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present : Pramod Kumar Chaturvedi, Presiding Officer, CGIT cum Labour Court, Ahmedabad, Dated 22nd January, 2019

Reference: (CGITA) No. 58/2012

1. The Director,
   Space Application Centre,
   Government of India, D/o Space, ISRO, Satellite,
   Ahmedabad (Gujarat)
2. M/s. Dharat Consultancy,
   Nishanth Apartment, Near Kashyap Apartment,
   Nehru Nagar Jain Derasar, Satellite,
   Ahmedabad (Gujarat) …First Parties

V/s

Shri Sharvilakbhai Govindbhai Dantani,
Opp. R.C. High School, Gundi Chowk, Shahpur,
Ahmedabad (Gujarat) …Second Party

For the First Party No. 1 : Shri R.R. Prajapati
For the First Party No. 2 : None
For the Second Party : Shri Govindbhai C. Dutt

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-42011/210/2011–IR(DU) dated 24.02.2012 referred the dispute for adjudication to the Central Government Industrial Tribunal cum Labour Court, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

"Whether the action of the management of M/s Dharat Consultancy, Ahmedabad, a contractor of Director Space Application, Centre in terminating the services of Shri Dantani Sharvilakbhai Govindbhai w.e.f. 21.04.2011 is legal and justified? What relief the workman is entitled to?"

1. The reference dates back to 24.02.2012 and received on 12.03.2012 from Ministry of Labour and Employment, New Delhi for adjudication and passing the award.

2. After issuing notice to both the parties, the second party submitted the statement of claim Ex. 2 on 03.04.2012 along with the authority letter Ex. 3. Thereafter on 04.01.2018, the first party no. 1 Space Application Centre submitted the written statement Ex. 9 along with the vakalatpatra Ex. 6.

3. The second party workman in his statement of claim Ex. 2 has alleged that he was engaged and has been working as Gardner (Mali) in M/s Dharat Consultancy since 2009. M/s Dharat Consultancy, hereinafter referred to as 'first party no. 2' was the contractor under the first party no. 1 The Director, Space Application Centre, Government of India, D/o Space, ISRO, Satellite, Ahmedabad hereinafter referred to as 'first party no. 1' and has been working under its control. Thus the first party no. 1 was the main employer under which the first party no. 2 was contractor who engaged him as Mali. He used to work more than 240 in each calendar year on the daily wages of Rs.131/-. He was not paid the minimum wages as prescribed in law and without disclosing any reason, the first party illegally terminated his services on 21.04.2011 without giving him any show-cause notice and notice pay. Thus his services were terminated without making compliance of provisions of Section 25 of the Industrial Disputes Act. He has further alleged that the workmen junior to him were retained violating the provisions of Section 25 F, G and H of the Industrial Disputes Act. Thus he has prayed for reinstatement in service with back wages along with Rs.10000/- as legal expenses.

4. The first party No. 1 in his written statement Ex. 9 has submitted that there was no master servant relationship with the workman as he was a contract employee of first party no. 2. He was not terminated by first party No. 1; therefore, there was no violation of provisions of Section 25 F, G and H of the Industrial Disputes Act on its part.

5. The first party No. 2 M/s. Dharat Consultancy despite service by registered post did not prefer to submit the written statement, therefore, the reference was proceeded ex-parte against it.

6. On the basis of the pleadings, the following issues arise:

   i. Whether the action of the management of M/s Dharat Consultancy, Ahmedabad, a contractor of Director Space Application, Centre in terminating the services of Shri Dantani Sharvilakbhai Govindbhai w.e.f. 21.04.2011 is legal and justified?

   ii. To what relief, if any, the concerned workman is entitled?

7. **Issue No. i and ii:** As both the issues are interrelated, therefore, are decided together. The burden of proof of these issues lies on the second party workman who submitted his affidavit Ex. 10 reiterating the averments made in the statement of claim but he has stated in his cross-examination that he was employed by M/s. Dharat Consultancy. He does not know who used to pay him the wages. No appointment letter was issued to him by the first party no. 1. He was removed from services by first party no. 2 M/s. Dharat Consultancy. Thus from the evidence, it is admitted fact that the second party workman was the employee of M/s. Dharat Consultancy and therefore, there was no violation of Section 25 F, G and H of the Industrial Disputes Act on the part of the first party no. 1.

8. As the workman has admitted that he was employed by the first party no. 2 M/s. Dharat Consultancy and was removed from service by it retaining the junior workmen at the time of his removal without serving show-cause notice and giving notice pay despite the fact that he served the first party no. 2 M/s Dharat Consultancy for more than 240 days in each calendar year. The first party no. 2 has not contested the case by submitting written statement or appearing in person, therefore, it is a fit case of reinstatement of the second party workman along with back wages with the first party no. 2 M/s Dharat Consultancy as the termination was being in violation of Section 25 F, G and H of the Industrial Disputes Act. Thus both the issues are decided accordingly.

9. The first party no. 2 M/s Dharat Consultancy is directed to reinstate the second party workman Dantani Sharvilakbhai Govindbhai on the post of Gardner with lump-sum compensation of Rs.100000/- (Rupees One Lac). The award shall be given effect within 30 days from the publication of the award.

10. The award is passed accordingly.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 13 फरवरी, 2019

का.आ. 376.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स, मुख्य महाप्रबंधक (दूरसंचार), गुजरात सर्कल भारत संचार निगम लिमिटेड अहमदाबाद (गुजरात), और अन्य एवं उनके कर्मचारी के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

अधिकरण एवं श्रम न्यायालय, न. 1, अहमदाबाद के पंचाट (संदर्भ संख्या 519/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 11.02.2019 को प्राप्त हुआ था ।

[सं. एल-40012/53/2004-आईआर (डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 13th February, 2019

S.O. 376.—In pursuance of Section 17 of the Industrial Dispute act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 519/2004) of the Central Government Industrial Tribunal cum-Labour-Court Ahmedabad, as shown in the Annexure, in the Industrial dispute between the employers in relation to the Chief General Manager (Telecom), Gujarat Circle Bharat Sanchar Nigam Limited Ahmedabad (Gujarat), and Others, and their workmen which were received by the Central Government on 11.02.19.

[No. L-40012/53/2004-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present : Pramod Kumar Chaturvedi, Presiding Officer, CGIT cum Labour Court, Ahmedabad, Dated 22nd January, 2019

Reference: (CGITA) No. 519/2004

1. The Chief General Manager (Telecom),
   Gujarat Circle, Bharat Sanchar Nigam Limited, Khanpur,
   Ahmedabad (Gujarat) – 380001
2. The Telecom District Manager,
   Bharat Sanchar Nigam Limited, Ganj Market,
   Palanpur (B.K.) – 385001 …First Parties

V/s

The Org. Secretary,
The Association of Railway and Post Employees,
15, Shashi Apartment,
Near Anjalee Cinema, Vasna Road,
Ahmedabad (Gujarat) - 380007 …Second Party

For the First Parties : Shri N.K. Trivedi
For the Second Party : Shri R.C. Pathak

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-40012/53/2002–IR(DU) dated 30.09.2002 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

"Whether the demand of the union for reinstatement of Shri Popatlal Dhanjibhai Pandya, Casual Labour in service w.e.f. 10.11.1995 with full back wages is legal, proper and justified? If so, to what relief the concerned workman is entitled to and from which date?"

1. The reference dates back to 30.09.2002 and received on 15.11.2002 from Ministry of Labour and Employment, New Delhi for adjudication and passing the award.
2. After issuing notice to both the parties, the second party submitted the statement of claim Ex. 8 on 07.04.2004 and the first party submitted the written statement Ex. 10 on 11.10.2004.
3. The advocate for the second party workman moved an application Ex. 13 for production of documents detailed in the application against the first party. The first party also filed the reply Ex. 14 stating that these documents

are not traceable as being destroyed as per the rules. Thereafter, the second party workman was directed to lead evidence. Despite giving dozens of opportunities, the second party workman failed to lead evidence. The advocate of the second party workman Shri Chintan Gohel and R.C. Pathak stated in writing that the workman is not in their contact, therefore, they cannot lead evidence.

4. Therefore, it appears that the second party workman is not willing to prosecute the case.

5. Thus the reference is disposed of in the absence of the evidence of the second party workman with the observation as under: "the demand of the union for reinstatement of Shri Popatlal Dhanjibhai Pandya, Casual Labour in service w.e.f. 10.11.1995 with full back wages is not legal, proper and justified."

P.K. CHATURVEDI, Presiding Officer

नई दिल्ली, 14 फरवरी, 2019

का.आ. 377.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स, प्रबंधन, हेवी इंजीनियरिंग कॉर्पोरेशन लिमिटेड धनबाद, और अन्य एवं उनके कर्मचारी के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, धनबाद के पंचाट (संदर्भ संख्या 38/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 7.02.2019 को प्राप्त हुए था ।

[सं. एल-42011/96/2013-आईआर (डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 14th February, 2019

S.O. 377.—In pursuance of Section 17 of the Industrial Dispute act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 38/2013) of the Central Government Industrial Tribunal cum-Labour-Court Dhanbad, as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of heavy Engineering Corporation Ltd. Dhanbad, and Others, and their workmen which were received by the Central Government on 7.02.19.

[No. L-42011/96/2013-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD

In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947

Reference: No. 38/2013

Employer in relation to the management of Heavy Engineering Corporation Ltd,

AND

Their workman

Present: Shri D.K.Singh, Presiding Officer

Appearances:

For the Employers : Sri Ajay Kumar Lala, Adv.

For the workman . : None

State : Jharkhand. Industry- Steel

Dated: 28.01. 2019

AWARD

By order No. L-42011/96/2013-IR(DU) dated 11/09/2013 the central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub –section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

SCHEDULE

"Whether the action of the Management of Heavy Machines Building Plant under the M/s. Heavy Engineering Corporation Ltd., In denying promotion as prescribed for the cadre with consequential benefits with retrospective effect to Sri Binod Sharma, Machinist Gr.A on Account of his exoneration of

charges by the Chairman-cum-Managing Director is legal and justified ? To what relief the workman is entitled to?"

2. After receipt of the reference, both parties were noticed. Management is present, but after issuance of two regd. Notices, none is appeared on behalf of the workman. Case is pending since long so, it appears that the workmen has lost his interest to resolve the matter. Hence No Dispute Award is passed. Communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 14 फरवरी, 2019

का.आ. 378.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स, सोमा इंटरप्राइजेज लिमिटेड कुरुक्षेत्र, हरियाणा, और अन्य एवं उनके कर्मचारी के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चंडीगढ़ के पंचाट (संदर्भ संख्या 185/2016) को प्रकाशित करती है जो केन्द्रीय सरकार को 30.01.2019 को प्राप्त हुए था ।

[सं. एल-42012/100/2016-आईआर (डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 14th February, 2019

S.O. 378.—In pursuance of Section 17 of the Industrial Dispute act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 185/2016) of the Central Government Industrial Tribunal cum-Labour-Court Chandigarh, as shown in the Annexure, in the Industrial dispute between the employers in relation to the M/s. Soma Enterprises Ltd. Kurukshetra, Haryana and Others, and their workmen which were received by the Central Government on 30.01.19.

[No. L-42012/100/2016-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

IN THE COURT OF SH. AVTAR CHAND DOGRA, PRESIDING OFFICER-CUM-LINK OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, GOVERNMENT PRESS EXTENSION BUILDING, SECTOR 18-A, CHANDIGARH-160018

ID No. 185/2016

The Private Driver Sangathan Haryana,
B.M.S. Office, Arjun Gate, Karnal (Haryana). … Workmen/Union

Versus

M/s. Soma Enterprises Ltd., Rich-2,
Sahabad Markanda, Kurukshetra. … Management

AWARD

1. In the present case, a reference was received from the appropriate Government vide Letter No. L-42012/100/2016-IR(DU) dated 23.11.2016/02.12.2016 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), for adjudication of a dispute, terms of which are as under:

"Whether the action of the management M/s. Soma Enterprises Ltd. Not considering the demand the union Private Driver Sangathan, Haryana indicated in its demand notice dated 08.01.2015 is legal and justice? If not, what relief the workmen concerned is entitled to and from which date?"

2. In the reference order, the appropriate Government commanded the party/ies raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Claimant opted not to file his claim statement with the Tribunal.

3. On the receipt of the above reference, notice was sent to the workmen/union as well as to the management. The registered notice was sent on the address mentioned in the letter of reference. There is no other address of workmen available to this Court. Moreover, there is a presumption that a registered letter sent to the addressee i.e. workman herein has been received by such addressee and rebuttal presumption of service of notice arises in such a case. Despite service

of the notice, workmen/union opted to abstain away from the proceedings. No claim statement has been filed on their behalf. Thus, it is clear that the workmen/union is not interested in adjudication of the reference on merits.

4. Since the workmen/union has neither put in their appearance nor has they led any evidence so as to prove his cause against the management, as such, this Tribunal is left with no choice, except to pass a 'No Dispute/No Claim Award'. Since there is no adjudication of reference or case on merits as such, it would not preclude the workmen/union from seeking fresh reference or filing fresh case in accordance with Law.

5. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Place: Chandigarh

Dated: 19.11.2018

A. C. DOGRA, Presiding Officer-cum-Link Officer

नई दिल्ली, 14 फरवरी, 2019

का.आ. 379.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स, आईएल एंड एफएस इंजीनियरिंग एंड कंस्ट्रक्शन कंपनी लिमिटेड गुड़गांव, हरियाणा, और अन्य एवं उनके कर्मचारी के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चंडीगढ़ के पंचाट (संदर्भ संख्या 53/2017) को प्रकाशित करती है जो केन्द्रीय सरकार को 30.01.2019 को प्राप्त हुआ था ।

[सं. एल-42012/74/2017-आईआर (डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 14th February, 2019

S.O. 379.—In pursuance of Section 17 of the Industrial Dispute act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 53/2017) of the Central Government Industrial Tribunal cum-Labour-Court Chandigarh, as shown in the Annexure, in the Industrial dispute between the employers in relation to the M/s. IL&FS Engineering and Construction Co. Ltd. Gurgaon, Haryana and Others, and their workmen which were received by the Central Government on 30.01.19.

[No. L-42012/74/2017-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

IN THE COURT OF SH. AVTAR CHAND DOGRA, PRESIDING OFFICER-CUM-LINK OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, GOVERNMENT PRESS EXTENSION BUILDING, SECTOR 18-A, CHANDIGARH-160018

ID No. 53/2017

Sh. Suresh Singh S/o Sh. Jawala Parsad,
Niwasi Thauriya Via Fuder, Mathura-281001. … Workman

Versus

M/s. IL & FS Engineering and Construction Co. Ltd. (Rapid Metro Rail Project),
H.O.Plot No.D-367, Sector-28, Near Delhi Public School, Gurgaon (Haryana). … Management

AWARD

2. In the present case, a reference was received from the appropriate Government vide Letter No. L-42012/74/2017-IR(DU) dated 23.02.2018 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), for adjudication of a dispute, terms of which are as under:

"Whether the action of the management of IL & FS Engineering and Construction Co. Ltd. (Rapid Metro Rail Project), Gurgaon in terminating the service of the workman Sh. Suresh Singh S/o Sh. Jawala Parsad on 7.2.2015 and not paying his dues is legal or justified? If not, what relief the workman is entitled to?"

2. In the reference order, the appropriate Government commanded the party/ies raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Claimant opted not to file his claim statement with the Tribunal.

3. On the receipt of the above reference, notice was sent to the workman as well as the management. Neither the postal article sent to the claimant, referred above, was received back nor was it observed by the Tribunal that postal services remained affected during the period, referred above. Therefore, every presumption lies in favour of the fact that the above notice was served upon the claimant. Despite service of the notice, claimant opted to abstain away from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the claimant is not interested in adjudication of the reference on merits.

4. Since the claimant has neither put in his appearance nor has he led any evidence so as to prove his cause against the managements, as such, this Tribunal is left with no choice, except to pass a 'No Dispute/ No Claim Award'. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Place: Chandigarh

Dated: 19.11.2018

A. C. DOGRA, Presiding Officer-cum-Link Officer

नई दिल्ली, 14 फरवरी, 2019

का.आ. 380.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स, महाप्रबंधक, नेशनल हाइडल पावर कॉपोरेशन कुल्लू, हरियाणा, और अन्य एवं उनके कर्मचारी के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चंडीगढ़ के पंचाट (संदर्भ संख्या 5/2009) को प्रकाशित करती है जो केन्द्रीय सरकार को 29.01.2019 को प्राप्त हुआ था ।

[सं. एल-42012/4/2009-आईआर (डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 14th February, 2019

S.O. 380.—In pursuance of Section 17 of the Industrial Dispute act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 5/2009) of the Central Government Industrial Tribunal cum-Labour-Court Chandigarh, as shown in the Annexure, in the Industrial dispute between the employers in relation to the General Manager, National Hydel Power Corporation Kullu Haryana and Others, and their workmen which were received by the Central Government on 29.01.19.

[No. L-42012/4/2009-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Present: Sh. A.K. Singh, Presiding Officer

ID No. 5/2009

Registered on 19.05.2009

Sh. Mordhwaj, S/o Sh. Shankar Dass, Village and PO: Pattrighat,

Tehsil Sarkaghat, Mandi (HP). … Workman

Versus

1. General Manager, National Hydel Power Corporation, Parbati Hydel Project, Stage-III, Village Behali, PO: Larjee, District Kullu(HP).
2. The Project Manager, Jager Gammon Joint Venture, Parbati H.E. Project, Stage-III, Lot-2, Village Behali, PO: Larjee, District Kullu(HP) …Respondents

AWARD

Passed on: 21.01.2019

Central Government vide Notification No. L-42012/4/2009-IR(DU) Dated 05.05.2009, under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

> "Whether the action of the management of Project Manager, Jager Gammon Joint Venture, in terminating the services of their workman Shri Mordhwaj w.e.f. 07.11.2007 is legal and justified? If not, what relief the workman is entitled to?"

1. The facts, in brief, are that Sh. Mordhwaj, workman had joined the services of respondent no.2 in the month of September, 2006 as helper and later on he was engaged as Tyre Fitter. He was also issued appointment letter dated 17.10.2006 for the post of Type Fitter which was issued by the Liasion-cum-Vigilance Officer(AnnexureP-1). Later on, he was issued another appointment letter by the Project Manager on 18.12.2006(Annexure P-2). The respondent no.2 was engaged by respondent no.1 as Contractor in the Project under the NHPC at the site. The respondent no.1 was also in the knowledge of the fact that the petitioner had been engaged by respondent no.2 during that period. The service of the workman was terminated by respondent no.2 on 07.09.2007(Annexure P-3). Thus, the workman had worked continuously from September 2006 to 07.11.2007. The services of the workman terminated without issuing any show cause notice on 07.11.2007 without any enquiry and issuance of any charge-sheet. The workman had worked continuously from September 2006 to 07.11.2007 i.e. till the date of termination. It is also alleged that workman has deposited regular deduction towards P.F. from the month of September 2006. Thus, total amount contributed towards EPF amount is Rs.4,607/- which is also not given to the workman.

2. Respondent No.1 i.e. General Manager, NHPC, Parbati Hydel Project, has filed written statement and has made averments that he is not aware with the relationship of workman with M/s Jager Gammon Joint Venture i.e. respondent no.2. It is also alleged that it has been wrongly made party as respondent no.1 and reference is made to be answered between workman and respondent no.2 i.e. M/s Jager Gammon Joint Venture. It has been also alleged that respondent no.1 is not a answering party against whom any order can be made so he be deleted as party to the dispute. It is also alleged that Tribunal has got no jurisdiction as reference being illegal and not capable of adjudication. In regards to para 4, it is alleged that it relates to respondent no.2 only and the deduction of 12% from the salary amount has to be deducted under EPF and deposited by adding the same amount as employer-contribution with the concerned Regional Provident Fund Commissioner. The prayer made by the workman seems to be unjustified and the petition is liable to be rejected.

3. Respondent No.2 i.e. Project Manager, Jager Gammon Joint Venture, filed written statement and alleged that workman is terminated from service as he dishonestly stolen new tube issued for fitting in a vehicle and was caught red handed for theft of new tube. The enquiry was conducted by the Enquiry Officer of the company Mr. Vinod Kumar(P&A Dept.) and finding him guilty and his services was rightly terminated by respondent no.2 within the provisions of Industrial Disputes Act, 1947. The question of compensation regarding retrenchment is not alleged in this case. It is admitted that EPF deduction is made from the salary of the workman and the same was deposited by respondent no.2 before the EPF Office, Shimla and no amount is lying with respondent no.2. Therefore, it is requested that respondent no.2 has lost his faith and confidence and unable to keep the workman in service and the petition is liable to be dismissed on the facts as mentioned in the written statement.

4. Workman has filed rejoinder to the written statement submitted by respondent no.2, reiterating all the facts which has been mentioned in the claim petition itself. It has been alleged that no regular enquiry is being conducted by the respondents and he has been unheard and illegally terminated by the management without giving any show cause notice and compensation etc. as required under the Industrial Disputes Act, 1947.

5. During the course of pendency of the proceedings before the Tribunal, respondent no.2 has made himself absent and consequently, ex parte order dated 02.03.2015 was passed by this Tribunal. Against this factual background, both the parties has adduce their evidence. The workman has examined himself and respondent no.1 has examined Sh. Rakesh Kumar(Manager) whose affidavit is filed as Ex.R1.

6. Now the preliminary question before this Tribunal is whether the services of the workman was terminated by respondent no.2 in violation of the provisions of the Industrial Disputes Act, 1947 or the same is legal, just and valid under the Law.

7. The learned counsel for the workman, Sh. Raj Kaushik has strongly urged that workman herein was in service with respondent no.2 who has not followed the principle of natural justice before terminating the service of the

workman. In this connection, my attention was drawn by the learned counsel for the workman regarding the photocopy of the alleged enquiry in which few statements of the witnesses has been recorded by alleged enquiry officer. But there is nothing on the record to show that any officer had been appointed as enquiry officer after giving charge-sheet to the workman and reply was received accordingly. It appears from the record that on 07.11.2007, the date of alleged theft, statement of the few witnesses were recorded and order of dismissal had accordingly passed against all the norms of procedure laid down in the Industrial Disputes Act, 1947.

8. This fact is supported by the affidavit of the workman in which he has alleged that neither there was any enquiry officer appointed by the competent authority nor enquiry report has been submitted to the disciplinary authority. It is pertinent to mention here that this witness is cross-examined by respondent no.1 but not by respondent no.2, who had made himself absent before the cross-examination of the witness. The learned counsel for respondent no.1 has cross-examined the witness in which this witness has alleged that neither any enquiry was conducted nor any charge-sheet was submitted by the respondent. He has clearly admitted that he was the employee of Jager Gammon Joint Venture, respondent no.2 and his services were terminated by the respondent no.2. Thus, there is nothing on record to show that workman was duly served any charge-sheet and proper enquiry was conducted by the enquiry officer duly authorised by respondent no.2 before his termination.

9. The written statement submitted by respondent no.2 itself denotes that factum of appointment of the workman is not disputed and respondent no.2 has specifically accepted in its written statement at Para 3 that workman continued his service from September 2006 to 07.11.2007. Thus, factum of appointment till the termination of the workman is not disputed. As Section 25-F of the Industrial Disputes Act, 1947 has mandate that before the termination, management is duty bound to issue show cause notice and after receiving the reply and appointing appropriate authority for enquiry, termination or any order, so required has to be passed. But respondent has not complied this mandate in spite of the services of about 14 months rendered by the workman in the establishment. There is a long line of decisions of the Hon'ble Apex Court that provisions of Section 25-F of the Act are mandatory in nature and termination of the workman from service in derogation of Section 25-F has render the action of the respondents to be illegal and void under the Law.

10. Now, the residual question is whether the workman is entitled to any incidental relief of payment of back wages and/or reinstatement of service with full back wages. It is proved on record that claimant was continuously in the employment of the respondent no.2 since September 2006.Respondent no.2 Jager Gammon Joint Venture has clearly admitted in its written statement that he has deposited the EPF deductions towards the workman has been deposited by respondent no.2 before the EPF Office, Shimla for the year 2006-2007 and 2007-2008 as per Rules. There is no show cause notice or memo issued to the workman during his service by the respondents. Moreover, the job of the workman is of perennial and regular nature as Tyre Fitter is always required to perform his duties.

11. The Hon'ble Apex Court in case "Deepali Gundu Surwase Vs. Kranti Junior Adhyapak Mahavidyalaya" reported as (2013) 10 SCC 324 has held as under:

> ***"i) In case of wrongful termination of service, reinstatement with continuity of service and back wages is the normal rule.***
>
> ***ii) Ordinarily, an employee or workman whose services are terminated and who is desirous of getting back wages is required to either plead or at least make a statement before the adjudicating authority or the Court of first instance that he was not gainfully employed or was employed on lesser wages. If the employer wants to avoid payment of full back wages, then I has to plead and also lead cogent evidence to prove that the workman wads gainfully employed and was getting wages equal to the wages he wads drawing prior to the termination of service. This is so because it is settled law that the burden of proof of the existence of a particular fact lies on the person who makes a positive averments about its existence. It is always easier to prove a positive fact than to prove a negative fact. Therefore, once the employee shows that he was not employed, the onus lies on the employer to specifically plead and prove that the employee was gainfully employed and was getting the same or substantially similar emoluments."***

12. Hon'ble Apex Court in the case General Manager, Haryana Roadways Vs. Rudan Singh, reported as 2005 SCC (L & S) 716 observed as under:-

> *''There is no rule of thumb that in every case where the Industrial Tribunal gives a finding that the termination of service was in violation of Section 25-F of the Act, entire back wages should be awarded. A host of factors like the manner and method of selection and appointment i.e. whether after proper advertisement of the vacancy or inviting applications from the employment exchange, nature of appointment namely, whether ad hoc, short term, daily wage, temporary or permanent in character, any special qualification required for the job and the like should be weighed and balanced in taking a decision regarding award of back wages.* ***One of the important factors which has to be taken into consideration is the length of service, which the workman had rendered with the employer. If the workman has rendered a considerable period of service and his services are wrongfully terminated, he may be awarded full or partial back wages keeping in view the fact that at this age and the qualification possessed by him he may not be in a position to get another employment. However, where the total length of service rendered by a workman is very small, the award of back wages for the complete period i.e. from the date of termination till the date of the award, which our experience shows is often quite large, would be wholly inappropriate.*** *A regular service of permanent character cannot be compared to short or intermittent daily wage employment though it may be for 240 days in a calendar year."*

13. The Hon'ble Apex Court while considering the violation of Section 25-F of the Act in Incharge Officer & Anr. V. Shankar Shetty, (2010) 9 SCC 126: 2010 LLR 1137 and after referring to the various decisions, held that the relief by way of back wages is not automatic and compensation instead of reinstatement has been held to meet the ends of justice and it was observed as under:-

> ***"2. Should an order of reinstatement automatically follow in a case where the engagement of a daily wager has been brought to end in violation of Section 25F of the Industrial Disputes Act, 1947(for short "the ID Act")? The course of the decisions of this Court in recent years has been uniform on the above question.***
>
> ***3. In Jagbir Singh V. Haryana State Agriculture Mktg. Board, (2009) 15 SCC 327, delivering the judgment of this Court, one of the us (R.M. Lodha, J.) noticed some of the recent decisions of this Court, namely, U.P. State Brassware Corpn. Ltd. V. Uday Narain Pandey, (2006) 1 SCC 479; Uttaranchal Forest Development Corpn. V. M.C. Joshi, (2007) 9 SCC 353; State of M.P. v. Lalit Kumar Verma, (2007) 1 SCC 575; M.P. Admn. V. Tribhuban, (2007) 9 SCC 748; Sita Ram v. Moti Lal Nehru Farmers Training Institute, (2008)5 SCC 75; Jaipur Development Authority v. Ramsahai, (2006) 11 SCC 684; GDA v. Ashok Kumar, (2008) 4 SCC 261 and Mahboob Deepak v. Nagar Panchayat, Gajraula, (2008) 1 SCC 575 and stated as follows: (Jagbir Singh case (2009) 11 SCC 327, SCC pp. 330 & 335, paras 7 & 14)***
>
> ***"7. It is true that the earlier view of this Court articulated in many decisions reflected the legal position that if the termination of an employee was found to be illegal, the relief of reinstatement with full back-wages would ordinarily follow. However, in recent past, there has been a shift in the legal position and in a long line of cases, this Court has consistently taken the view that relief by way of reinstatement with back-wages is not automatic and may be wholly inappropriate in a given fact situation even though the termination of an employee is in contravention of the prescribed procedure. Compensation instead of reinstatement has been held to meet the ends of justice.***
>
> ***14. It would be, thus, seen that by a catena of decisions in recent time, this Court has clearly laid down that an order of retrenchment passed in violation of Section 25F although may be set aside but an award of reinstatement should not, however, be automatically passed."***

14. Yet, in another latest case, the Hon'ble Apex Court in District Development Officer Vs. Suresh 2018 LLR 225 awarded lump sum compensation of Rs.2.50 lac in lieu of reinstatement with back wages where the workman was daily wager and have served the management only for two and half years in the case in hand.

15. In view of legal position discussed above, this Court is of the view that workman herein was not holding a regular or permanent post nor he was recruited against the post is a regular manner. In such circumstances, it is appropriate to grant reasonable compensation instead of reinstatement with back wages.

16. As such, having due regard to the facts and the evidence on record, I am of the opinion that an amount of Rs.75,000/- along with EPF amount deposited in the account of the workman, which he can legally withdraw by formalizing the procedure for withdrawn of the EPF amount, appears to be just and reasonable to which the workman is entitled. In case, the amount of Rs.75,000/- is not paid within one month from the date of publication of the award, the workman is held be entitled to 6% interest from the date of reference till payment.

17. Last but not the least question still remains for consideration regarding the payment of aforesaid compensation. In this connection, lerned counsel for respondent no.1 argued that he was neither the employer of the workman nor he had terminated the service of the workman as is accepted by the workman during the cross-examination. Therefore, respondent no.1 General Manager, National Hydel Power Corporation, Parbati Hydel Project, Stage-III, is not responsible to pay the consideration, if any, and this liability has to be owned by respondent no.2 Jager Gammon Joint Venture, who was the employer of the workman. Certainly, the workman in his cross examination has accepted that he was employed by respondent no.2 as well as terminated by respondent no.2. In this connection, learned counsel for the workman has drawn my attention towards the agreement executed between respondent no.1 i.e. General Manager, National Hydel Power Corporation, Parbati Hydel Project, Stage-III and respondent no.2 i.e. Jager Gammon Joint Venture and letter of acceptance for construction, which shows that respondent no.1 was the principal employer on whose behest agreement was taken by respondent no.2 and consequently, he had employed workman in service. It is legally settled law that master is liable for the work done by the servant. Hence, being the principal employer, respondent no.2 i.e. Jager Gammon Joint Venture is duty bound to satisfy the award. However, it is made clear that respondent no.1 will be at liberty to recover the awarded amount from respondent no.2 after duly paid to workman.

18. Let copy of the award be sent to the Central Government for publication as required under Section 17 of the Act.

A.K. SINGH, Presiding Officer

नई दिल्ली, 14 फरवरी, 2019

का.आ. 381.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स, हिंदुस्तान ऑर्गेनिक्स केमिकल्स लिमिटेड मुंबई, और अन्य एवं उनके कर्मचारी के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, नं. 1, मुंबई के पंचाट (संदर्भ संख्या सीजीआईटी-1/1/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 06.12.2018 को प्राप्त हुआ था ।

[सं. एल-42011/126/2012-आईआर (डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 14th February, 2019

S.O. 381.—In pursuance of Section 17 of the Industrial Dispute act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-1/01 of 2013) of the Central Government Industrial Tribunal cum-Labour-Court No. 1, Mumbai, as shown in the Annexure, in the Industrial dispute between the employers in relation to Hundustan Organics Chemicals Ltd. Mumbai and their workmen which were received by the Central Government on 06.12.18.

[No. L-42011/126/2012-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1 MUMBAI

Present : JUSTICE RAVINDRA NATH MISHRA**,** Presiding Officer

REFERENCE NO. CGIT-1/ 1 OF 2013

Parties: Employers in relation to the management of Hindustan Organics Chemicals Ltd.

AND

Their workman (Nana R.Gawand)

Appearances:

For the first party No.1/ Management	:	Mr.N.N.Kankonkar, Adv.
For the second party / Workman	:	Workman present in person
State	:	Maharashtra

Mumbai, dated the 19th day of November, 2018

AWARD

1. The present reference has been made by the Central Government by its order No. L-42011/126/2012-IR(DU)dated 18.12.2012 passed in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947. The terms of reference as per the schedule to the said order are as under:

> *"Whether the action of the management of M/s. Hindustan Organic Chemicals Ltd., Rasayani in dismissing Shri Nana Raghunath Gawand, Office Assistant Grade-I from service by imposing the punishment of 'Dismissal from service vide order dated 29.10.1990 and not accepting his demand of reinstatement in the light of his acquittal by the Hon'ble High Court, Mumbai is justified and proper? If not, what relief and other benefits the workman is entitled to?"*

2. In brief the facts necessary for adjudicating this instant reference as stated in the Statement of Claim may be summed up as under:

3. The workman Raghunath Gawand was appointed as an Office Assistant, Grade-III with the Opposite Party employer on 30.3.1981. While in service, the workman was arrested by the police on 23.1.1987 in connection of an incident in which he remained in police custody from 23.1.1987 to 11.3.1987. On 12.3.1987, when the workman was released, he resumed his duty with the management but a show cause notice was served to him which was replied to the satisfaction of the management. No chargesheet was issued to the workman nor any enquiry was held against him. On 11.3.1997 the Sessions Court at Alibaug sentenced him to life imprisonment. On 13.11.1990, when the workman after released from jail reported back to the duty he was not allowed to join. The workman made several representations to the management but he was not allowed to resume duties. Therefore, he filed complaint of Unfair Labour Practice where

Labour Court passed an order restraining the management from terminating services of the workman without following the due process of law. On receipt of the order, the management issued an intimation to the workman that he was already discharged from service. It has also been pleaded by the workman that against the judgement of conviction he has preferred an appeal before the Bombay High Court, where the conviction was set aside on 10.4.2012. The workman has claimed that the action of the management in discharging his services is illegal, improper and unjust as it was done without conducting any domestic enquiry and contrary to the principles of natural justice and, therefore, he is entitled not only for reinstatement but also for compensation for wrongful termination of his services.

4. The opposite party management has filed its written statement in which factual position of the case has been admitted. However, it is pleaded inter alia that the services of the workman came to be terminated vide discharge order dated 29.10.1990. The demand of the workman was raised after 22 years is not legal and proper as the same suffers from inordinate delay and laches. The workman has filed a complaint before Labour Court for Unfair Labour Practice where the Labour Court after full hearing of the dispute dismissed the complaint and found the order of discharge to be legal and valid. The workman was involved in a murder case for which he remained in police custody from 4.12.1986 to 12.3.1987 but he did not informed the company that he was arrested by police and was in police custody. After resuming the duty, the workman replied the show cause notice issued by the opposite party but he suppressed the fact that he was in police custody due to which he was absent from duty. When the fact of his police custody came to notice of the company, again a show cause was issued to him as to why he suppressed the fact but the workman again made an excuse for his absenteeism. The workman was sentenced for life imprisonment on 11.9.1990 by Sessions Court, therefore, looking into the scenario the company came to the conclusion that the workman was unable to continue the contract of employment and, therefore, his services were terminated in accordance with the Standing Orders No.42 vide letter dated 29.10.1990. The workman has admittedly remained absent from duty without any leave on the false ground of personal work even though he was implicated in a murder case. Therefore, nothing remained to be proved through any domestic enquiry. However, the company did not attract any clause of misconduct in termination of the workman concerned. The demand of workman is illegal, improper, unjustified, baseless and untenable at law as well as on fact the workman is not entitled for any wages.

5. On the basis of the pleadings of the parties, following issues were framed.

(1) Whether there was any delay in raising the present dispute? If yes, whether the reference is maintainable?

(2) Whether the present dispute is barred by the principles of res-judicata?

(3) Whether the Reference is bad in Law in view of the provisions of Section 59 of the Maharashtra Regulation of Trade Unions and Prevention of Unfair Labour Practices Act, 1971?

(4) Whether the action of the Management of M/s.Hindustan Organic Chemicals Ltd., Rasayani in discharging Nana Raghunath Gawand, the workman concerned herein with effect from 29.10.1990 by the Order dated 03.11.1990 is legal, justified and proper?

(5) Whether the demand of the workman concerned herein for reinstatement in the light of his acquittal by the Hon'ble Bombay High Court by the Judgment and Order dated 10.4.2012 is legal, justified and proper?

(6) To what relief or benefit, if any is the workman concerned herein entitled?

6. The workman has examined himself as WW-1 to substantiate his case. On behalf of the management Mr.Sanjay V.Deshpande has been examined on MW-1. However, before the Management witness could be cross-examined by the workman, the parties entered into a settlement outside the Court. The crux of the matter and the case is whether discharge of the workman concerned is illegal for want of any enquiry. Admittedly, the workman concerned had remained in police custody with unauthorised leave for a long duration and he was also convicted by Additional Sessions Judge in the murder case. Second proviso to Article 311 sub-clause (2) of the Constitution of India says that Opportunity of hearing or say enquiry before termination is not required where the conduct in question of the workman has led to his conviction on a criminal charge. However, as the parties has entered into an amicable settlement the adjudication on the point of legality of termination of service of the workman is not warranted.

7. It has been settled between the parties that the workman shall be paid 20,00,000 (Rupees Twenty Lakhs only) in full and final settlement of all his rights and claim of employment and re-employment, reinstatement and by monetary claims such as back wages, any arrears arising out of revision, compensation, any wages due, LTA, Bonus, Leave wages, Notice pay or any other monetary claims in respect of his employment. Out of the above Rs.20,00,000/- an amount of Rs.10,00,000 (Rupees Ten Lakhs only) has already been received by the workman through cheque which has been endorsed by the workman concerned on the agreement of settlement itself and remaining Rs.10,00,000/- would be paid after receipt of the order. In addition to above PF amount of Rs.5,26,144/- (Rupees Five Lakhs twenty six thousand one hundred and forty four only) including interest and gratuity amount of Rs.29,366.00 will be paid to the workman. The terms of settlement has been filed by the parties which are on record. An affidavit has also been filed by the workman in support of the Settlement agreement. Thus, as the workman has agreed to receive Rs.20,00,000/- as compensation no further adjudication in the matter is required as no dispute exist between the parties.

8. In view of the above, Award is passed accordingly.

JUSTICE RAVINDRA NATH MISHRA, Presiding Officer

नई दिल्ली, 14 फरवरी, 2019

का.आ. 382.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स, आयुक्त दिल्ली नगर निगम,नई दिल्ली, और अन्य एवं उनके कर्मचारी के प्रबंधतंत्र संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, नई दिल्ली के पंचाट (संदर्भ संख्या 298/2011) को प्रकाशित करती है जो केन्द्रीय सरकार को 07.02.2019 को प्राप्त हुआ था ।

[सं. एल-42011/23/2011-आईआर (डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 14th February, 2019

S.O. 382.—In pursuance of Section 17 of the Industrial Dispute act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 298/2011) of the Central Government Industrial Tribunal cum-Labour-Court-1, New Delhi, as shown in the Annexure, in the Industrial dispute between the employers in relation to the Commissioner, Management of Municipal Corporation of Delhi, New Delhi and Others, and their workmen which were received by the Central Government on 07.02.19.

[No. L-42011/23/2011-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

BEFORE PRESIDING OFFICER : CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No.1: ROOM No.511, DWARKA COURT COMPLEX, NEW DELHI – 110 075

ID No.298/11

Shri Shyam Lal,
S/o. Shri Parsadi Lal,
Through General Secretary,
Municipal Employees Union,
Agarwal Bhawan, GT Road,
Tis Hazari, Delhi 54. … Workman

Versus

The Management of Municipal Corporation of Delhi,
Through its Commissioner,
Town Hall, Chandni Chowk,
Delhi-110006. …Management

AWARD

This award shall decide a reference which was made to this to this Tribunal by the appropriate Government vide letter No.L-42011/23/2011/IR(DU) dated 05.08.2011 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(in short the Act) for adjudication of an industrial dispute, terms of which are as under:-

> 'Whether the action of the management Municipal Corporation of Delhi in not constituting the Medical Board for Medical examination of Shri Shyam Lal, Mali, is legal and justified ? What relief the workman is entitled to?''

2. Both parties were put to notice and the claimant Shyam Lal filed his statement of claim with the averments that he was in the employment of Management as Mali in its Horticulture Department since the year 1980. Initially he was treated as a casual/daily rated worker and was paid fixed wages which was revised from time to time under the Minimum Wages Act, his services were regularized w.e.f. 12/4/1999 vide order dated 21/2/2006. It is pleaded that on 5/4/2007 while the workman was going alongwith his colleagues in a departmental vehicle to dump garbage, some of his colleagues pushed him and he fell out of the departmental vehicle/truck & suffered multiple injuries. The workman proceeded on medical leave to recover from the injuries but to no result. His both legs are not fully fit and as such the injuries sustained by him have incapacitated him discharging his duties as a Mali, though he joined his duties on 1/1/2008. The workman was not able to discharge his duties and since 5/5/2009 even his attendance was not being marked, though he was regularly visiting the office. Vide communication dated 13/6/2009 the workman requested the management to constitute a Medical Board for purpose of his medical examination and if the Medical Board comes to the conclusion that he is not able to discharge his normal duties, in that eventuality he may be retired and his son Shri Chander Bhan may be given appointment on compassionate ground. But the Management did not take any action

on the said communication, which action of the Management is unjust, malafide and illegal, inasmuch as the job to which the workman was working is of permanent and regular nature; the workman had continuously discharged his duties from the year 2009 till May, 2009 and he was due to retire on 28/03/2023; Management failed to take note that the workman got injuries during the course of his employment; that in similar circumstances the dependents of other employees have been given employment on compassionate ground. A demand notice dated 26/9/2009 was served upon the Management but to no response. Thereafter the workman approached the Conciliation Officer but to no avail and hence this reference.

3. The statement of claim has been resisted by the Management who filed written statement and took preliminary objections inter alia that the claimant is not workman as defined under Section 2(s) of the Act and that the claimant has already been terminated by the Management vide letter dated 14/1/2011 and as such, there does not exist any employee-employer relationship between the parties. The claimant remained unauthorisedly absent from duties without any intimation w.e.f. 5/5/2009 and did not turn up for duties despite service of call back notices dated 9/7/2010, 27/8/2010, 22/11/2010, 3/12/2010 etc. Even otherwise the claimant never produced any medical certificate about his incapability nor gave any intimation to the Management alongwith authentic documents. Denying the plea of the claimant that he fell out of the departmental truck/vehicle on 5/4/2007 and suffered multiple injuries, it has been alleged that the workman neither informed the Management about the same, nor submitted any document showing himself to be medically unfit or got occupational incapability. Prayer has been made for dismissal of the claim petition.

4. Vide order dated 22/11/2011 my learned Predecessor framed following issues :-

(i) Whether an industrial dispute is raised and referred for adjudication ?

(ii) As in terms of reference ?

(iii) Relief.

5. The workman /claimant examined himself as WW1 and led evidence by way of affidavit Ex.WW1/A & relied on documents Ex.WW1/1 to Ex.WW1/22. He also examined one Shri Surender Bhardwaj, General Secretary of the Municipal Employees Union regarding espousal of the dispute of the claimant by the Union pursuant to resolution Ex.WW1/4 passed in the meeting on 10/9/2009. On the other hand, the Management examined one Shri Seesh Pal Meena. Assistant Director (Horticulture) who filed his affidavit Ex.MW1/A and relied on the documents Ex.MW1/A as well as documents Ex.WW1/M-45 to Ex.WW1/M-49.

6. I have heard Shri Rajiv Aggarwal, A/R for the claimant and Shri Rajiv Bhardwaj, A/R for the Management. I have also gone through the records carefully.

Issue No.1 and 2 :-

7. Both these issues are taken up together as the same can be conveniently disposed of by common discussion.

8. Testimony of the claimant is in line with the averments made in the claim petition. There is admission on the part of MW1 Seesh Pal Meena – witness of the Management that the claimant joined the Management as a Mali on muster roll in 1980 and his services were regularized with effect from 12/4/1999. As such, the plea of the Management that there existed no relationship of employee between the claimant herein and the Management is not sustainable and it is held that the claimant is a workman within the definition of Section 2(s) of the Act.

9. It is notable that MW1- sole witness examined by the Management – has admitted that the claimant was injured on 5/4/2007 when he was going to dump garbage in the departmental vehicle. However, this witness showed his ignorance whether the claimant had requested the Management to constitute a Medical Board for his medical examination. The claimant has filed on record a representation dated 13/6/2009 (Ex.WW1/5) which he had sent to the Director (Horticulture) through registered post, copy of which has been filed on record as Ex.WW1/6, whereby while narrating about the incident of suffering multiple injuries on 5/4/2007 while he was going to dump garbage in the departmental truck and lodging of a complaint to the PS Govindpuri, New Delhi, he requested for constituting a Medical Board for his medical examination and if the Medical Board comes to the conclusion that injuries sustained by him rendered him incapacitated disablement totally for all works, he may be retired and his son may be given appointment for a suitable post on compassionate ground. The claimant has also filed on record copy of the demand./legal notice Ex.WW1/1 which, as per deposition of MW1- was admittedly received by the Management and through that notice he had also called upon the Management/MCD to constitute a Medical Board for his medical examination and in case of his incapacitation to perform duty, his son Chander Bhan be given appointment on compassionate ground. It will be worthwhile to mention here that the term "industrial dispute" as defined under Section 2(k) of the Act came up for consideration before the Apex Court in the case of **Workmen of Dimakuchi Tea Estate Vs. Management of Dimakuchi Tea Estate, (1958) 1LLJ 500 SC,** wherein it was held that :-

> "…Having regard to the scheme and objects of the Act and its other provisions, the expression "any person" in Section 2(k) of the Act must be read subject to such limitations and qualifications as arise from the context : the two crucial limitations are (1) the dispute must be a real dispute between the parties to the dispute (as indicated in the first two parts of the definition clause) so as to be capable of settlement or adjudication by one party to the dispute giving necessary relief to the other and (2) the person regarding whom the dispute is raised must be one in whose employment, non employment, terms of employment or conditions of labour (as the case may be) the parties to the dispute have a direct or substantial interest….."

To my mind, the claimant/workman was/is having a direct and substantial interest since the issue relating to his medical examination and/or capacity to performance or non performance was part & parcel of his service condition/ terms of employment and inaction on the part of the Management is also connected with "employment or non employment" of the workman. The claimant/workman vide his representation Ex.WW1/5 and demand notice Ex.WW1/1 had also requested for appointment of his son on compassionate ground in case he in view of his injuries is found/declared incapacitated to work by the Medical Board. It is fairly settled that dispute relating to compassionate appointment is an "industrial dispute" within Section 2(k) of the Act. To this view, I am supported by the decision of our own High Court in the case of **DDA Vs. Sudesh Kumar and others, (2009)II LLJ 641 (Delhi).**

In view of the aforesaid rulings coupled with the facts and circumstances of the instant case, this Tribunal has no hesitation to hold that an "industrial dispute" has been raised and referred for adjudication.

10. Now the question arises for consideration is whether the failure on the part of the Management to constitute Medical Board for medical examination of the workman herein was legal and justifiable.

11. No doubt, services of the claimant have been terminated by the Management vide order (dated 14-1-2011) Ex.WW1/M-45 and he is no more in the employment of the Management but once a reference has been received, same is required to be answered and should not be rendered incompetent. It is the duty of the Tribunal to adjudicate controversy on merits even if the reference is cryptic and vague. As such, this tribunal proceeds to adjudicate the controversy between the parties as per terms of the reference.

12. As mentioned above, the claimant/workman admittedly received injuries on 5/4/2007 while he was in the employment of the Management and was going to dump garbage alongwith his colleagues in the departmental vehicle. The workman/claimant has filed on record number of medical papers as Ex.WW1/M-1 to Ex.WW1/M-14 and has clarified that he got himself treated at Ram Manohar Lohia Hospital in respect of injuries received in April, 2007. He also clarified that he had applied for medical leave in April, 2007 for nine months and during that period he got treatment from RML Hospital, Jagdamba Hospital and other hospitals at Vivek Vihar/Dilshad Garden. He further deposed that applications alongwith medical certificates Ex.WW1/M-30 to Ex.WW1/M-44 were sent by him to the Management. Once the workman/claimant had sustained injuries during the course of his employment with the Management when he alongwith his other colleagues had gone to dump garbage in the departmental vehicle/truck on 5/4/2007 and sustained multiple injuries on his leg and he vide his representation Ex.WW1/5 and demand notice Ex.WW1/1 had requested the Management to constitute Medical Board for his medical examination, it was moral and legal duty of the Management to consider his request sympathetically to ascertain his medical condition and fitness to perform duty, in view of fracture of his left leg & other injuries as also availing long leave since after the said incident, It appears that the Management/MCD adopted a very casual approach in not entertaining the representation of the claimant in proper perspective. By no stretch of imagination the action of the Management in not considering the request of the claimant/workman for constitution of Medical Board for his medical examination can be considered to be legal and justified. As such, this Tribunal has no hesitation to hold that action of the Management in not constituting the Medical Board for medical examination of the workman /claimant was legal and justified. These issues are decided accordingly in favour of the claimant and against the Management.

Relief :-

As a sequel to the aforesaid discussion, the Management/MCD is directed to constitute a Medical Board comprising of experts who would opine as to whether the claimant/workman was/is unable/unfit to perform duties of Mali due to sustaining injuries in the incident occurred on 5/4/2007 during the course of his employment and in case he is medically found unfit to perform duty, in that eventuality the request of the claimant for employment on compassionate ground be considered by the Management. The course of action be initiated by the Management/MCD, within one month, from the date of publication of this Award. The Award is passed accordingly.

Date : 01.02.2019

AVTAR CHAND DOGRA, Presiding Officer

नई दिल्ली, 14 फरवरी, 2019

का.आ. 383.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स, प्रबंधन,हिंदुस्तान एंटीबायोटिक्स लिमिटेड कोलकाता, और अन्य एवं उनके कर्मचारी के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कोलकाता के पंचाट (संदर्भ संख्या 20/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 21.01.2019 को प्राप्त हुआ था ।

[सं. एल-42011/81/2012-आईआर (डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 14th February, 2019

S.O. 383.—In pursuance of Section 17 of the Industrial Dispute act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 20/2012) of the Central Government Industrial Tribunal cum-Labour-Court Kolkata, as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Hindustan Antibiotics Ltd. Kolkata, and Others, and their workmen which were received by the Central Government on 21.01.19.

[No. L-42011/81/2012-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 20 of 2012

Parties: Employers in relation to the management of Hindustan Antibiotics Ltd.

AND

Their workmen

Present: Justice Ravindra Nath Mishra, Presiding Officer

Appearance:

On behalf of the Management : Mr. Souvik Dere, learned counsel.

On behalf of the Workmen : Mr. Suvodip Bhattacharjee, learned counsel.

State: West Bengal. Industry: Medicines

Dated: 11th January, 2019

AWARD

By Order No.L-42011/81/2012-IR(DU) dated 26.11.2012/04.12.2012 and corrigendum of even number dated 03.01.2013 the Government of India, Ministry of Labour in exercise of its powers under Section 10(1)(d) and (2A) of the industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication:

"Whether the action of the management of Hindustan Antibiotics Ltd. in dismissing the service of Shri Dibyansu Kumar Biswas w.e.f. 11.08.2009 is legal and justified? If not, what relief the workman is entitled to?"

2. Brief facts in the background of which this reference has been made to this Tribunal are that the concerned workman, Shri Dibyansu Kumar Biswas was employed in Hindustan Antibiotics Ltd. on 12th March, 1979and working as a Medical Representative in the Marketing Department. On 8th May, 2000 he was transferred from Kolkata to Hubli in the state of Karnataka. It is alleged by the management of Hindustan Antibiotics Ltd. that on 1st June, 2000 at about 2.30 P.M. Shri Biswas and Shri P. Tafardar accompanies by more than 100 outsiders came to Kolkata Divisional Office of the company demanding recall of transfer order of Shri Biswas and Shri Tarafdar. In this process the mob became unruly intimidating and threatening. The said unruly mob also manhandled Regional Manager, Shri D.N. Chakraborty and forced him to write that the relieving orders of Shri Tarafdar and Shri Biswas were revoked. Consequently FIR was lodged in the local Police Station. It is further alleged that in the wake of such physical torture and charging situation the company decided to close down its operation from Kolkata Divisional Office as Officers of the Divisional Office of the company were afraid of attending office at Kolkata. A chargesheet was issued to Shri Biswas on 06.06.2000 and he was placed under suspension vide order dated 06.06.2000. After completion of enquiry, the Enquiry Officer submitted his report on 2nd February, 2002. Concurring with the findings of the Enquiry Officer, the disciplinary authority issued show cause notice to the workman concerned on 4th May, 2009 calling upon to explain why his service should not be dismissed without notice. Finally, disciplinary authority dismissed the concerned workman from service on 11th August, 2009. The dismissal of the workman concerned gave rise to the present industrial dispute which has been referred by the Government of India to this Tribunal.

3. After reference the unions representing workman concerned filed statement of claims challenging validity of enquiry on the ground that he was placed under suspension by the company on 06.06.2000, but no subsistence allowance was ever paid to him during suspension period and his demand for subsistence allowance was turned down by the company by letter dated 27th July, 2000 advising him to claim his subsistence allowance on reporting at transferred place without which claim for subsistence allowance would not be entertained. It is alleged by the concerned workman that due to non-payment of subsistence allowance concerned workman was suffering a lot and gross prejudice was caused to him.

4. The workman concerned has further challenged the validity of enquiry on the ground that the Enquiry Officer while conducting the enquiry deprived him opportunity to adduce evidence without affording sufficient time to produce

documents in support of his defence. The Enquiry Officer acted as Presenting Officer. In enquiry, despite request of the workman concerned for time, the Enquiry Officer adjourned hearing of the case for next day which was not sufficient to bring the witness from Kolkata to Pune. The Enquiry Officer rejected his application for holding enquiry at Kolkata instead of Pune on the ground of inconvenience of the company. He has further challenged the enquiry on the ground that refusal of the company to sanction leave and T.A. to the witnesses of defence hampered fair conduct of enquiry.

5. The management of the company has pleaded that the company had become sick and was referred to BIFR. For revival of the company 13 Medical Representatives from all over the country were transferred to different places and the concerned workman was one of them. The concerned workman was chargesheeted and suspended during enquiry vide order dated 06.06.2000 on the ground of misconduct of physical torture of Regional Manager of Kolkata Division of the company. The suspension order was issued under the Certified Standing Orders of the company which is applicable in case of Shri Biswas. Clause 27(e) of the Certified Standing Orders provides that during the period of suspension employees shall not leave the station except with the written permission of the company. The concerned workman on his transfer to Hubly did not report for duty at the place of his transfer, therefore, he was not entitled for subsistence allowance and the question of vitiating the enquiry does not arise on that score. It is further pleaded that sufficient opportunity was given to the workman concerned to produce defence witnesses whose evidence was considered necessary. In the list of witnesses furnished by the workman concerned, most of them belonged to the alleged union in which the concerned workman was allegedly office bearer. At the request of Shri Biswas the company advanced Rs.20,000/= to enable him to produce defence witness. Inspite of receipt of said advance, he did not produce any witness. When the enquiry proceedings started the concerned workman was not on the roll of the company's Kolkata Office and there was no existence of Kolkata Office, holding of enquiry in the Head Office at Pune did not prejudice the workman concerned at all. Moreover, expenses for attendance of the concerned workman at Pune, hotel charges were reimbursed by the company. After giving full opportunity to the workman concerned to defend himself in the enquiry and after observing natural justice, the Enquiry Officer submitted his report holding six charges out of seven to be proved.

6. The workman concerned examined himself as WW-01 to substantiate his case. However, no witness was produced from the side of the management.

7. I have heard learned counsel for both the parties.

8. During the course of argument learned counsel for the unions has relied on **Anwarun Nisha Khatun** v. **State of Bihar and others**, (2002) 6 SCC 703, **Captain M. Paul Anthony** v. **Bharat Gold Mines Ltd. & Another**, (1999) 3 SCC 679, **Bombay Forgings Ltd.** v. **Prem Singh K. Sonar & Others**, 1999 (4) LLN 178, **Veena Shamrao Kadke** v. **Presiding Officer, University & College Tribunal & Others**, 2004 (4) LLN 249 to argue that non-payment of subsistence allowance causes prejudice to the defence of the concerned workman. He has further relied on **D. Indroji Rao** v **Management of Chamundi Machine Tools Ltd. & Another**, ILR 1999 Ker 1487 and **Workmen represented by Brooke bond Employees (Sales Unit) & Others** v. **Eighth Industrial Tribunal & Others**, 2002 (2) LLN 1060 for his argument that refusal to adjourn hearing of enquiry for non-payment of travelling allowance to witness of defence prejudices the case of the workman.

9. Learned counsel for the management has contended that as per clause 27(e) of the Certified Standing Orders during suspension period the employee cannot leave the head quarters without permission of the company. As the workman concerned did not join at the place of his transfer, he is not entitled for subsistence allowance. It is submitted that sufficient opportunity was provided to the workman concerned to adduce defence evidence. The workman concerned participated in the proceedings and the Enquiry Officer complying with the principles of natural justice submitted his report that six charges out of seven were duly proved.

10. For a valid enquiry the Hon'ble Apex Court in **Sur Enamel & Stamping Works** v. **their workmen**, reported in AIR 1963 SC 1914 has laid down following ingredients to be followed:

(1) The employee proceeded against has been informed clearly of the charges leveled against him;

(2) The witnesses are examined ordinarily in the presence of the employee in respect of the charges;

(3) The employee is given fair opportunity to cross-examine witnesses;

(4) The employee is given a fair opportunity to examine witnesses including himself in his defence, if he so wishes and

(5) The Enquiry Officer record his findings with reasons for the same in his report.

11. Now coming to the instant case, it is not disputed that the workman concerned was properly informed about the charges leveled against him and the witnesses of the management were also examined in his presence. Opportunity to cross-examine the management witness is also not denied. The only contention advanced by the learned counsel for the workman is that during suspension period, he was not provided with subsistence allowance which caused prejudice to him and also that his witnesses were not allowed to avail leave to attend enquiry proceeding and they were also not given travelling allowance to facilitate their participation in the proceeding.

12. Non-payment of subsistence allowance to the workman by the company is not disputed. Now the question is whether non-payment of subsistence allowance prejudiced the defence of the workman concerned? The case law cited by the learned counsel for the workman in Bombay Forgings Ltd. v. Prem Singh K. Sonar (supra) lays down that non-payment of subsistence allowance prejudices the case of defence and vitiates the enquiry. The Hon'ble Bombay High

Court has relied on the decision of the Hon'ble Apex Court in the case of M. Paul Anthony v. Bharat Gold Mines (supra) wherein it has been held that

> *".....the provisions of payment of subsistence allowance made in the service rules only ensures non-violation of the right to life of the employee. When the employee is placed under suspension, he is demobilized and the salary is also paid t him at a reduced rate under the nick name of "subsistence allowance", so that they employee may sustain himself. The very object of paying the reduced salary to the employee during the period of suspension would be frustrated if even subsistence allowance is not paid because "subsistence" means of supporting life, especially a minimum livelihood. The act of non-payment of subsistence allowance can be linked to slow poisoning as the employee, if not permitted to sustain himself on account of non-payment of subsistence allowance would gradually serve himself to death. ....."*

13. Further in Veena Shamrao Kakde v. Presiding Officer, University & College Tribunal (supra) the Hon'ble Bombay High Court has reiterated the same principle as follows:

> *"8. This Court while dealing with the bunch of writ petitions took the view that since the subsistence allowance was not paid to the employees during the course of enquiry proceedings, the enquiry itself vitiated. There is no reason for this Court to take different view of the matter especially when it is admitted position that subsistence allowance was not paid to the petitioner when the enquiry was going on against her. It would also be relevant to note that enquiry against the petitioner was conducted at Nagpur and she was required to attend the dates of enquiry at Nagpur from Chimur and it is contended that she was also not paid the T.A. and D.A. for the purpose of attending the dates of enquiry. It would reveal that the management college did not dispute the allegations of the petitioner before the Tribunal that subsistence allowance as well as T.A. and D.A. was not paid, and therefore, the only conclusion could be reached is that the petitioner was not paid the subsistence allowance as well as T.A. and D.A. which has prejudiced her right of putting her defence. ....."*

14. Thus from the above case law it is established that during suspension period the delinquent employee must be paid subsistence allowance, non-payment of which vitiates the enquiry. But the learned counsel for the management has submitted that where service rule provides for presence of suspended employee at the head quarter and the employee concerned defaults, he is not entitled for subsistence allowance and no prejudice would be caused to him. Learned counsel for the management has relied on the Certified Standing Orders of Hindustan Antibiotics Ltd wherein clause 27(e) provides "during the period of suspension, the employees shall not leave the station, except with the written permission of the management". Though the application of this clause to Medical Representative like concerned workman has been objected by the learned counsel for the workman on the ground that according to Section 2(2) of the Payment of Wages Act which defines 'industrial establishment' and which is applicable to "industrial establishment" defined under Section 2(e) of the Industrial Employment (Standing Orders) Act, 1946 only workshop and other establishment in which articles are produced, adopted or manufactures with a view to their use, transport comes within the definition of industrial establishment and the workman concerned was not working in such workshop or establishment. But the submission of the learned counsel for the workman does not find force in view of clause 1 of the Certified Standing Orders of the company which deals with scope of orders. According to clause 1 the Certified Standing Orders shall apply to all the employees of the company who are workmen within the definition of Industrial Disputes Act, 1947. It is not disputed that Shri Biswas is a workman within the definition of the Industrial Disputes Act, 1947. Thus application of the Certified Standing Orders to the workman concerned is not doubtful.

15. The Hon'ble Apex Court in **State of Bihar & Others** v. **Arbind**, AIR 2013 SC 3329 while dealing with similar issue has held that an order of suspension never puts an end to the service of an employee. He is only not entitled to the salary, but is eligible to get subsistence allowance. Subsistence allowance is governed by the service rules and is given to a suspended employee for his sustenance. Hon'ble the Apex Court has relied on Anwarun Nisha Khatun v. State of Bihar (supra) wherein the employee claimed for subsistence allowance for the entire period of suspension of her husband, who was not terminated and during the pendency of the enquiry had breathed his last. Wife preferred a writ petition before the Hon'ble Patna High Court which was dismissed on the ground that the husband of the appellant therein was not present for one day at the head quarters and hence not entitled to the benefits. In the above case law under Rule 96(2) of Bihar Service Code a government employee is required to furnish a certificate that he was not engaged in any other employment, business, profession or vocation. The Hon'ble Court was of the view that where the rule does not provide for marking of attendance, his subsistence allowance cannot be denied for that reason. Thus the Hon'ble Court by necessary corollary has held that where necessary rules provide for marking attendance at the head quarters and the suspended employee does not present himself at the head quarters, denial of subsistence allowance would not prejudice his defence. In the present case, clause 2(e) of the Certified Standing Orders specifically provides that during period of suspension the employee shall not leave the station, except with the written permission of the management. The workman concerned admittedly never joined at the place of his transfer and admittedly he remained absent at the head quarters. Therefore, in view of principles laid down by the Hon'ble Apex Court the workman concerned was not entitled for subsistence allowance, non-payment of which does not prejudice his defence.

16. Though appropriate authority under the West Bengal Payment of Subsistence Allowance Act had directed the company to pay subsistence allowance to the workman concerned, appeal against this order is pending before the Hon'ble Calcutta High Court wherein the company had deposited entire amount of subsistence allowance with the Registrar General by the order of the Court and the concerned workman was permitted to withdraw 50% of the amount. However, the Division Bench of the Hon'ble High Court has remanded the matter to the Single Judge and as it appears from the order, further withdrawal of the amount deposited with the Registrar General of the High Court is not allowed.

However, the matter is pending before the Hon'ble High Court and the order of the prescribed authority under the West Bengal Payment of Subsistence Allowance Act is not final.

17. Next limb of the argument advanced by the learned counsel for the workman is his witnesses were not allowed to adduce evidence before the Enquiry Officer for want of leave and Travelling Allowance. In order to appreciate this argument of the learned counsel for the workman it is necessary to look into the enquiry proceedings. The order sheets dated 12th October, 2001, 10th December, 2001, 7th January, 2002 and 8th January, 2002 are relevant order sheets of enquiry. From perusal of order sheet dated 12th October, 2001 it transpires that matter had been raised by the workman before the Enquiry Officer regarding non-payment of subsistence allowance and regarding deductions from T.A. Bill and advance for attending enquiry, but the Enquiry Officer refused to interfere or direct the company to pay amount of Travelling Allowance to the workman concerned. Again from the order sheet of enquiry dated 10th December, 2001 it appears that the workman had requested the Enquiry Officer on 26th November, 2001 to fix date after 15th December, 2001 as marriage of his niece was scheduled on 10th December, 2001, but surprisingly the Enquiry Officer fixed the date of hearing on 10th December, 2001 itself knowing that that was the date of marriage of his niece. This act of Enquiry Officer cannot be said to be inadvertent. Not only this, the Enquiry Officer gave last opportunity to the workman concerned fixing 7th January, 2002 as the date of hearing. It also appears from the record that on 19th November, 2001 a witness, Shri P.K. Bhadury moved an application to the Divisional Manager, Hindustan Antibiotics Ltd., Chennai for grant of necessary leave to attend the enquiry at Pune for giving evidence and also to provide him admissible TA, DA and necessary instruction. Another witness had also moved an application on 3rd December, 2001 to the General Manager, Marketing, Hindustan Antibiotics Ltd., Pune for permission to attend enquiry on 7th January, 2002 as requested by the workman concerned, but there appears no permission by the management and thrown in dustbin. The management instead of granting permission and advance to the witness a letter to the Presenting Officer to the effect that Rs.28000/= as advance for bringing witnesses in enquiry have been granted, but this intimation does not appear to have been sent to the witness and the sanction of advance was also given in a manner that the same may not be effective to attend enquiry on 7th January, 2002. Order sheet dated 7th January, 2002 itself speaks that the Presenting Officer himself received this intimation on 1st of January, 2002. In such a short time it may not have been possible for a witness to come from Chennai to Pune to attend enquiry and when the workman concerned requested for adjournment of hearing of 7th January, 2002 the Enquiry Officer acting in haste fixed next day for hearing knowing that it would not be possible for a witness working at Chennai to come at Pune to participate in enquiry next day. The order sheet dated 8th January, 2002 goes to show that when the workman concerned applied for adjournment and requested to fix next date of enquiry in February to enable him to bring his witnesses, the Enquiry Officer closed the defence evidence. This act of Enquiry Officer cannot be said to be fair in any manner and amounts to denial of principle of natural justice. Surprisingly the Enquiry Officer was not inclined to adjourn hearing for more than one day enabling the workman concerned to adduce evidence, but he was prepared to give more than 20 days for argument. When the workman concerned was not allowed to adduce evidence in his defence, there was nothing left for argument.

18. In D. Indroji Rao v Management of Chamundi Machine Tools Ltd. (supra) the examination-in-chief and cross-examination of the management witness was concluded on 10th March, 1995. On that day the defence representative requested for time to lead evidence of the delinquent and his witnesses on the ground that he was not in a position to concentrate to the enquiry proceeding in view of the heavy work in the company. However, the Enquiry Officer postponed the hearing to 21st March, 1995. Again on 21st March, 1995 defence representative sought time on the ground that he was not prepared with the case to lead evidence and need time for preparation. This request of defence representative was turned down by the Enquiry Officer saying that work inside the factory should not be handled to proceed with the enquiry. This attitude of the Enquiry Officer did not find favour of the Court. The Court was of the opinion that the delinquent employee was asking for a date beyond 31st March, 1995 on the ground that he was hard pressed for time to concentrate with the enquiry proceeding. Hon'ble Karnataka High Court relying on **State of Uttar Pradesh** v. **C.S. Sharma**, AIR 1968 SC 158 observed as follows:

> *"……. The result of the refusal to adjourn the case has deprived the charge sheeted officer to defend himself of the serious accusations made in the charge memo. Therefore the procedure adopted by the Enquiry Officer is in violation of rules of natural justice and this unjustified refusal necessarily prejudice the case of the charge sheeted officer."*

19. In **Ms. Shireen Dubah** v. **Air India Ltd. & Others**, 2001 (1) LLN 693 request of delinquent employee to examine custom official and police official as defence witnesses were held to be wrongly denied on the ground that their evidence was not relevant. Hon'ble Bombay High Court held that the entire enquiry was vitiated for non-observance of principles of natural justice in not permitting the petitioner to examine custom officials and Inspector of Police whose evidence would not be entirely irrelevant in the facts and circumstances of the case.

20. In workmen represented by Brooke bond Employees (supra) the Enquiry Officer refused to direct the company to bear the expenses of the workman for producing witnesses from Keonjhar in his defence though admittedly everything took place at Keonjhar and vital witnesses of the workmen were residence of Keonjhar. It was held by Hon'ble Calcutta High Court that the principles of natural justice was violated by the Enquiry Officer in conducting the departmental enquiry. It was observed –

> *"25. In the present case, the enquiry officer refused to direct the respondent-company to bear the expenses of the workman for producing the witnesses from Keonjhar in his defence though, admittedly everything took place at Keonjhar and the vital witnesses for the workman were residents of Keonjhar and thereby the principles of natural justice were violated by the enquiry officer……."*

21. Thus applying above legal principles to the facts of the present case, it is explicitly clear that the Enquiry Officer did not act fairly and violated the principles of natural justice by refusing to adjourn the case on 8th January, 2002 and closing the evidence of the workman concerned enabling him to bring his witnesses from Chennai to Pune for evidence. It was also not fair on the part of the Enquiry Officer to shut his eyes to the fact that some of the material witnesses were not granted leave to attend enquiry. It questions his impartiality.

22. Learned counsel for the workman has also submitted that chargesheet was given to the workman concerned on 6th of June, 2000 and he was placed under suspension with the same order. The enquiry started from 13th December, 2000 and continued till 7th January, 2002. The Enquiry Officer submitted his report to the disciplinary authority on 1st February, 2002, but the disciplinary authority issued show cause notice to the workman in 2009. Thus the company deliberately kept the workman under suspension for a period of 7 years which itself shows that the officers of the company was biased against the workman concerned. There was no justification for delay in keeping the matter pending. In **O.P. Gupta** v. **Union of India & others**, AIR 1987 SC 2257 it has been observed that the natural justice demands conclusion of departmental proceeding with a reasonable diligence and within reasonable period of time.

> *"…….. It is clear principle of natural justice that the delinquent officer when placed under suspension is entitled to represent that the departmental proceedings should be concluded with reasonable diligence and within a reasonable period of time. If such a principle is not to be recognized, it would imply that the executive is being vested with a total arbitrary and unfettered power of placing its officer under disability and distress for indefinite duration."*

23. Thus, in view of above discussion, I come to the conclusion that the enquiry was not in consonance with the principles of natural justice. Therefore, it is vitiated and held to be not valid, illegal and improper.

24. As it has been laid down in **Workmen of Firestone Tyre & Rubber Co. of India Ltd.** v. **The Management**, 1973-I-LLJ 278 (SC) that where the enquiry was not held validly, the employer has every right to adduce evidence before this Tribunal to prove the charges.

25. In **Shankar Chakraborty** v. **Britania Biscuit Co. Ltd.**, (1979) 3 SCC 371 a question arose when the domestic enquiry is held illegal and improper, whether the Labour Court or Tribunal is duty bound to afford an opportunity to the employer to lead evidence to prove the charge against the workman on merits before the Tribunal. The Hon'ble Apex Court relying on its previous decisions of Delhi Cloth & General Mills Co. v. Ludh Budh Singh, (1972) 1 SCC 595 and workmen of Firestone Tyre & Rubber Co. (supra) examined the question as to where dismissal is based on enquiry or no enquiry or illegal enquiry, how the Court should decide the legality of dismissal.

26. Referring the principles laid down in Shankar Chakraborty case (supra) the Hon'ble Apex Court in **M.L.Singh** v. **Punjab National Bank**, 2018 LAB I.C. 4321 observed –

> *"44. This Court while answering the aforesaid question held that it is for the employer to ask for such opportunity to lead evidence to prove the charge of misconduct and once such prayer is made in any form, i.e., orally or by application or in the pleading, the same cannot be denied to the employer. It has to be granted to enable him to prove the misconduct. This Court further held that no duty is cast upon the Court to offer such opportunity to the employer suo motu, if he does not ask for it. In other words, he has to ask for from the Court by any of the three modes mentioned above."*

27. In the present case there is no prayer by the company in any form, either oral or by any application or in the pleading asking for opportunity to lead evidence to prove the charge of misconduct. Hence no question of giving opportunity to the employer to lead evidence arises. Consequently dismissal of the workman concerned on the basis of invalid, illegal and improper enquiry cannot be sustained and liable to be quashed. Admittedly the workman Shri Dibyansu Biswas has attained the age of superannuation on 21st March, 2011. He is not entitled for reinstatement. He is entitled only for back wages.

28. The workman concerned in his statement of claim has pleaded that during the period of suspension he was not gainfully employed anywhere. This fact is also supported by affidavit filed by the workman. There is no rebuttal of this pleading. Therefore, the workman is entitled for back wages. However, it is admitted case of the workman that after his transfer from Calcutta to Hubli, he never joined his duty at transferred place. In these circumstances, the workman is entitled for 70% back wages.

29. Award is passed accordingly.

Dated, Kolkata,
The 11th January, 2019

Justice RAVINDRA NATH MISHRA, Presiding Officer

नई दिल्ली, 14 फरवरी, 2019

का.आ. 384.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स, प्रबंध निदेशक, दिल्ली मेट्रो रेल कॉर्पोरेशन, नई दिल्ली, और अन्य एवं उनके कर्मचारी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, नई दिल्ली के पंचाट (संदर्भ संख्या 107/2018) को प्रकाशित करती है जो केन्द्रीय सरकार को 07.02.2019 को प्राप्त हुआ था ।

[सं. एल-42012/75/2017-आईआर (डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 14th February, 2019

S.O. 384.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 107/2018) of the Central Government Industrial Tribunal cum-Labour Court-1, New Delhi, as shown in the Annexure, in the Industrial dispute between the employers in relation to the Managing Director, Delhi Metro Rail Corporation, New Delhi and Others, and their workmen which were received by the Central Government on 07.02.2019.

[No. L-42012/75/2017-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

BEFORE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No.1: ROOM No.511, DWARKA COURT COMPLEX, SECTOR 10, DWARKA, DELHI – 110 075

ID No.107/2018

Shri Kanhiya S/o Shri Bhudhu,
R/o Village & Post Office Jab,
Tehsil Chata, District Mathura,
Mathura – 281 403 …Workman

Versus

1. The Managing Director,
M/s. PLN-9 Security Services Pvt. Ltd.,
Sun Tower, 2nd Floor, Sukhrali,
MG Road, Gurgaon,
Haryana 122 001

2. The Managing Director,
Delhi Metro Rail Corporation,
Metro Bhawan, Fire Brigade Lane,
Barakhamba Road,
New Delhi …Managements

AWARD

In the present case, a reference was received vide letter No.L-42012/75/2017-IR(DU) dated 29.01.2018 under clause (d) of sub-section (1) and Section (2A) of Section 10 of the Industrial Disputes Act, 1947 (in short the Act) for adjudication of an industrial disputes, terms of which are as under:

> "Whether the services of the workman Shri Kanhiya S/o Bhudu have been terminated arbitrarily/illegally and/or unjustifiably by the management of M/s PLN 9 Security Services Pvt. Ltd. from the establishment of DMRC Airport Metro Express Line and if so what relief is he entitled to and what directions are necessary in this respect?''

2. In the reference order, the appropriate Government commanded the party/ies raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Shri Kanhiya, the workman, opted not to file his claim statement with the Tribunal.

3. Further, on receipt of the above reference, notice was also sent to the workman as well as the management. Neither the postal article, referred above, was received back undelivered nor was it observed by the Tribunal that postal services remained affected during the period, referred above. Therefore, every presumption lies in favour of the fact that the above notice was served upon the workman. Despite service of the notice, the workman opted to abstain from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

4. Since the workman has neither put in his appearance nor has he led any evidence so as to prove his cause against the management, as such, this Tribunal is left with no choice, except to pass a 'No Dispute/Claim' award. However, it will not debar Shri Kanhiya, the workman from seeking relief afresh as there is no adjudication of the reference on merits. An award is, accordingly, passed. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dated : February 1 , 2019

A.C. DOGRA, Presiding Officer

नई दिल्ली, 15 फरवरी, 2019

का.आ. 385.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स, महाप्रबंधक, भारत संचार निगम लिमिटेड, सूरत (गुजरात), और अन्य एवं उनके कर्मचारी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, अहमदाबाद के पंचाट (संदर्भ संख्या 11/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 11.02.2019 को प्राप्त हुआ था।

[सं. एल-40011/24/2014-आईआर (डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 15th February, 2019

S.O. 385.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 11/2015) of the Central Government Industrial Tribunal-cum-Labour Court-1, Ahmedabad, as shown in the Annexure, in the Industrial dispute between the employers in relation to the General Manager, Bharat Sanchar Nigam Limited, Surat (Gujarat) and Others, and their workmen which were received by the Central Government on 11.02.2019.

[No. L-40011/24/2014-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present : Pramod Kumar Chaturvedi, Presiding Officer, CGIT cum Labour Court, Ahmedabad, Dated 24th January, 2019

Reference: (CGITA) No. 11/2015

1. The General Manager,
   Bharat Sanchar Nigam Limited,
   Department of Telecom, Varacha Road,
   Surat (Gujarat) – 395006
2. The Sub-Divisional Engineer EUM,
   Bharat Sanchar Nigam Limited,
   Textile Market Exchange,
   Surat (Gujarat) – 395003
3. The Divisional Engineer Telecom,
   Indian Post & Telegraphs Department,
   Surat (Gujarat) – 395003 …First Parties

V/s

The General Secretary,
Akhil Bhartiya Karmachari Mahasangh,
28/B, Narayan Park, Behind Chandkheda Railway Station,
Sabarmati,
Ahmedabad (Gujarat) - 382470 …Second Party

For the First Parties : Shri N.K. Trivedi
For the Second Party : Shri R.S. Sisodiya (Union's Representative)

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-40011/24/2014–IR(DU) dated 04.02.2015 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

"Whether the action of the General Manager, Department of Telecom/Bharat Sanchar Nigam Limited, Surat to terminate the service of Shri Mahavir Singh S. Yadav and Ramshankar Rampravesh Singh, is justified? If not, then what relief Shri Mahavir Singh S. Yadav and Ramshankar Rampravesh Singh, workmen are entitled to?"

1. The reference dates back to 04.02.2015 and received on 13.02.2015 from Ministry of Labour and Employment, New Delhi for adjudication and passing the award.

2. After issuing of notice to the parties, the second party submitted the statement of claim Ex. 5 on 13.05.2016 and the first party submitted the written statement Ex. 7 on 23.06.2016 along with vakalatpatra Ex. 6 of Shri N.K. Trivedi on the same day.

3. On 01.12.2017, Shri R.S. Sisodiya, The General Secretary, Akhil Bhartiya Karmachari Mahasangh, 28/B, Narayan Park, Behind Chandkheda Railway Station, Sabarmati, Ahmedabad, has stated in writing that the workman Ramshankar Rampravesh Singh is not contesting the reference.

4. The second party workman has alleged in his statement of claim Ex. 5 that the workman named Mahavir Singh S. Yadav son of Siyaram Yadav has been working on the post of Group D under the sub-ordination of Assistant Engineer, Udhna/Surat and he was terminated on 31.12.1989. He was terminated from service without giving notice and paying notice pay despite the fact that there was no complaint of any misconduct against him and workmen junior to him were retained and regularised by the first party Bharat Sanchar Nigam Limited, hereinafter referred to as "BSNL". He requested the administration of the first party BSNL for several times orally and by way of written representation in violation of Section 25 F, G and H of the Industrial Disputes Act but to no result. Same averments were also made regarding Ramshankar Rampravesh Singh which was later not pressed by the second party union. Thus the second party union has prayed for reinstatement of service of the workman and any other relief if the Tribunal may deem fit.

5. The first party Bharat Sanchar Nigam Limited submitted the written statement Ex. 7 denying the averments made in the statement of claim submitting that the workman Mahavir Singh S. Yadav was engaged as causal labour on need basis as and when required in August, 1985 till December, 1989. He has not completed 240 days in any of the calendar year during his tenure of engagement. It is wrong to say that he was terminated. The truth is that he left the job on his own accord. The workman Mahavir Singh S. Yadav never completed 240 days in any calendar year and left the job at his own accord, therefore, no question arises regarding issue of legal notice and paying notice pay. Similar submissions are also made regarding Ramshankar Rampravesh Singh. Thus the reference has no force, hence liable to be dismissed and the prayers made by the workman are also fit to be rejected.

6. On the basis of the pleadings, the following issues arise:

i. Whether the action of the General Manager, Department of Telecom/Bharat Sanchar Nigam Limited, Surat to terminate the service of Shri Mahavir Singh S. Yadav and Ramshankar Rampravesh Singh, is justified?

ii. To what relief, if any, the concerned workman is entitled?

7. **Issue No. i and ii:** As both the issues are interrelated, therefore, are decided together. The burden of proof of these issues lies on the second party workman Mahavir Singh S. Yadav who submitted his affidavit Ex. 8 reiterating the averments made in the statement of claim and he has stated in his cross-examination that he was engaged as daily wager from 01.08.1985 to 31.12.1989 by the first party BSNL. He was not given any appointment letter regarding engagement. He used to work in the BSNL for whole year except holidays. He is suffering with cataract in his eyes. He also sent the medical certificate to the officers of BSNL which the officers refuse to take. It is wrong to say that he left the job voluntarily. He was not given any notice or notice pay. Since retrenchment, he has been doing work as Agricultural Labour and earning Rs.6000/- per annum. He is having 7 family members including 2 daughters. He has submitted medical certificate dated 01.02.1987 regarding paralysis, hypertension, acidity and gastric ailment etc.

8. The first party submitted the affidavit Ex. 10 of one Lalit D. Lakinwala, Assistant General Manager, Legal Cell, BSNL reiterating the averments made in the written statement. He has also stated that one casual labour Satyendrakumar Tiwari got a relief in the similar matter from C.G.I.T., Ahmedabad on 28.02.2011 which was set aside by the Gujarat

High Court in Special Civil Application No. 13451 of 2012. In his cross-examination, he has stated that this workman was not terminated. The truth is that he left the job on his own accord. He never worked for 240 days in any calendar year. He worked for 91 days in the year 1985, 127 days in the year 1986, 26 days in the year 1987, 137 days in the year 1988 and 287 days in the year 1989. The document Ex. 11/1 is the copy of the muster roll issued by the first party BSNL. After seeing it, the witness stated that the workman did not work for 251 days in the year 1988. He never moved any application for regularisation.

9. I heard and considered the oral and written arguments of both the parties. The second party union has argued that the workman worked for more than 240 days; therefore, the workman was entitled for the benefit provided under Section 25 of the Industrial Disputes Act. The first party did not maintain the seniority list of the workman and also not followed the principle of 'last cum first go' while retrenching this workman. Thus this was violation of Section 25 F, G and H of the Industrial Disputes Act as the first party has admitted that the workman Mahavir Singh S. Yadav completed 240 days in the preceding year of the date of termination. Similarly, the procedure stipulated in Section 25 H of the Industrial Disputes Act is also not followed while re-employing the workman which resulted into miscarriage of justice. The learned counsel for the second party workman has referred the judgement of the apex court in Harinandan Prasad V/s Employer I/R Management of FCI, AIR 2015 SC 1848 wherein it has been held as under:

> "34. On harmonious reading of the two judgements discussed in detail above, we are of the opinion that when there are posts available, in the absence of any unfair labour practice the Labour Court would not give direction for regularisation only because a worker has continued as daily wage worker/ad-hoc/temporary worker for number of years. Further, if there are no posts available, such a direction for regularisation would be impermissible. In the aforesaid circumstances giving of direction to regularise such a person, only on the basis of number of years put in by such a worker as daily wager etc. may amount to back door entry into the service which is an anathema to Article 14 of the Constitution of India. Further such a direction would not be given when the concerned worker does not meet the eligibility requirement of the post in question as per the Recruitment Rules. However, wherever it is found that similarly situated workmen are regularised by the employer itself under some scheme or otherwise and the workmen in question who have approached Industrial/Labour Court are at par with them, direction of regularisation in such cases may be legally justified, otherwise, non-regularisation of the left over workers itself would amount t invidious discrimination qua them in such cases and would be violative of Article 14 of the Constitution of India. Thus the Industrial adjudicator would be achieving the equality by upholding Article 14 of the Constitution of India, rather than violating this constitutional provision."

10. The first party also submitted the written arguments reiterating the facts narrated in the written statement and denied that the workman has ever worked for 240 days in any year of engagement. He has also submitted that the second party workman never submitted the medical certificates showing in Ex. 9/1 to BSNL. He has also submitted that the reference has been made after 26 years of retrenchment and has not explained the delay.

11. It is a settled law that delayed reference that to after 8 years are not maintainable as held in State of Maharashtra V/s. Dattatraya Digamber Virajdar, 2007 LLR 1132 SC. The present reference has been made after 26 years and no explanation has been given regarding such a long delay. Secondly, the second party workman has himself admitted by papers Ex. 9/1 to 9/3 that he was suffering with paralysis, hypertension, acidity and gastric ailment in the year 1987. Thirdly, he has not produced and proved any evidence that he worked for 240 days in the preceding year of retrenchment. He has also not moved any application in the Tribunal requesting to ask the first party BSNL to produce the muster roll of the workman. The workman has also not proved as to who the workmen junior to present workman were re-engaged or re-employed. Thus in the light of the aforesaid reasons, the reference is not maintainable and liable to be dismissed.

12. Thus the reference is dismissed as not maintainable in the light of the reasons made above.

13. The award is passed accordingly.

P.K. CHATURVEDI, Presiding Officer

नई दिल्ली, 15 फरवरी, 2019

का.आ. 386.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स, जिला अभियंता टेलीफोन, भारतीय डाक और तार विभाग और तार विभाग,जामनगर (गुजरात), और अन्य एवं उनके कर्मचारी के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, अहमदाबाद के पंचाट (संदर्भ संख्या 620/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 11.02.2019 को प्राप्त हुआ था ।

[सं. एल-40012/183/1993-आईआर (डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 15th February, 2019

S.O. 386.—In pursuance of Section 17 of the Industrial Dispute act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 620/2004) of the Central Government Industrial Tribunal-cum-Labour Court-1, Ahmedabad, as shown in the Annexure, in the Industrial dispute between the employers in relation to the District Engineer Telephones, Indian Post and Telegraph Department, Jamnagar (Gujarat) and Others, and their workmen which were received by the Central Government on 11.02.19.

[No. L-40012/183/1993-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present : Pramod Kumar Chaturvedi, Presiding Officer, CGIT-cum-Labour Court, Ahmedabad, Dated 21st January, 2019

Reference: (CGITA) No. 620/2004

1. The District Engineer Telegraphs,
   Indian Post and Telegraphs Department,
   Jamnagar (Gujarat)
2. The Sub-Divisional Officer (Phones),
   Indian Post and Telegraphs Department,
   Jamnagar (Gujarat) … First Parties

V/s

The President,
Saurashtra Employees Union,
Umesh Commercial Complex, 213-214, 2nd Floor,
Near Chaudhary High School,
Rajkot (Gujarat) - 360001 …Second Party

For the First Parties : Shri B.D. Thakkar
For the Second Party : Shri B.B. Gogia

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-40012/183/93–IR(DU) dated 05.04.1995 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

"Whether the action of the management of Sub-Divisional Officer, Jamnagar in terminating the services of Shri Bhatti Yunus Abubhai, Ex-casual Labour is legal and justified? If not, to what relief the employee is entitled?"

1. The reference dates back to 05.04.1995 and received on 12.05.1995 from Ministry of Labour and Employment, New Delhi for adjudication and passing the award.

2. After issuing notice to both the parties, the second party submitted the statement of claim Ex. 2 on 04.07.1995 and the first party submitted the written statement Ex. 6 on 07.08.1996.

3. The workman was examined on 22.04.1998 and 13.02.2005 wherein he has reiterated the averments made in the statement of claim Ex. 2 but he has failed to establish that he worked for more than 240 days in any calendar year. Thereafter, the first party examined one Lakshmikant Hargovindbhai Mehta vide affidavit Ex. 19 but the second party workman did not appear to cross-examine the aforesaid first party witness. The first party advocate has also filed an application Ex. 20 enclosed with the death certificate of the workman indicating that the workman died on 26.09.2018. None has been responding since last several dates on behalf of the second party workman. No legal heir has moved any application for their substitution as legal heir of the workman in the reference.

4. Thus the reference is disposed of as abate.

P.K. CHATURVEDI, Presiding Officer

नई दिल्ली, 15 फरवरी, 2019

का.आ. 387.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स, महाप्रबंधक,भारत संचार निगम लिमिटेड,वल्लभनगर नडियाद, और अन्य एवं उनके कर्मचारी के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, अहमदाबाद के पंचाट (संदर्भ संख्या 921/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 11.02.2019 को प्राप्त हुआ था ।

[सं. एल-40012/274/2002-आईआर (डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 15th February, 2019

S.O. 387.—In pursuance of Section 17 of the Industrial Dispute act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 921/2004) of the Central Government Industrial Tribunal cum-Labour-Court-1, Ahmedabad, as shown in the Annexure, in the Industrial dispute between the employers in relation to the General Manager, Bharat Sanchar Nigam Limited, Vallabhnagar Nadiad and Others, and their workmen which were received by the Central Government on 11.02.19.

[No. L-40012/274/2002-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present : Pramod Kumar Chaturvedi, Presiding Officer, CGIT-cum-Labour Court, Ahmedabad, Dated 29th January, 2019

Reference: (CGITA) No. 921/2004

1. The General Manager,
   Bharat Sanchar Nigam Limited,
   Vallabhnagar Telephone Exchange Building, Pij Road,
   Nadiad (Gujarat)
2. The Sub-Divisional Officer – Telegraphs,
   Bharat Sanchar Nigam Limited,
   Borsad Telephone Exchange,
   Borsad (Kheda)
3. The Chief General Manager – Telecom Department,
   Bharat Sanchar Nigam Limited, Khanpur,
   Ahmedabad (Gujarat) … First Parties

V/s

The Org. Secretary,
The Association of Railway and Post Employees,
15, Shashi Apartment, Near Anjalee Cinema, Vasna Road,
Ahmedabad (Gujarat) -380007 …Second Party

For the First Parties : Shri N.K. Trivedi
For the Second Party : Shri R.C. Pathak

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-40012/274/2002–IR(DU) dated 17.04.2003 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

"Whether the action of management of General Manager, Nadiad Telecom District, Bharat Sanchar Nigam Limited, Nadiad/SDOT, Bharat Sanchar Nigam Limited, Borsad (Telecom Department) in terminating/discontinuing the services of Shri Firozkhan Samsherkhan Pathan without following due procedure under the provisions of the Industrial Disputes Act is legal, proper and justified? If not, to what relief the concern workman is entitled to and since when?"

1. The reference dates back to 17.04.2003 and received on 05.06.2003 from Ministry of Labour and Employment, New Delhi for adjudication and passing the award.

2. After issuing notice to the parties, the second party submitted the statement of claim Ex. 8 alleging that the first party BSNL, hereinafter referred to as "BSNL" is an 'Industry' within the meaning of Section 2 (j) of the Industrial Disputes Act. BSNL engaged the workman Firozkhan Samsherkhan Pathan on 01.02.1985 as causal labour and worked till 01.10.1994 continuously. He was terminated on 01.10.1994 without following the due procedure of law and also without giving notice and paying notice pay violating the provisions of Section 25 F of the Industrial Disputes Act. The BSNL retained number of junior casual labours while terminating him and violated the provisions of Section 25 G of the Industrial Disputes Act. The BSNL did not prepared the seniority list of casual labours as provided in Rule 77 of the Industrial Disputes Central Rules. It is also alleged that after terminating his services, fresh recruitments were also made without giving him an opportunity of re-employment violation the provisions of Section 25 F and H of the Industrial Disputes Act. He has further alleged that he did work for more than 240 days in every year including the preceding 12 months from the of termination that is 01.10.1994. He has further alleged that he has been um-employed since then and he and his family are starving for want of employment.

3. The first party BSNL submitted the written statement Ex. 19 denying the averments made in the statement of claim submitting that the second party is not a workman and BSNL is also not Industry under the provision of Section 2 (s) and (j) of the Industrial Disputes Act. The workman Firozkhan Samsherkhan Pathan was engaged as casual labour on need basic on 01.04.1991 in Nadiad district and was terminated on 31.07.1994. He never worked for more than 240 days in any calendar year. He worked 196 days in the year 1985, 179 days in the year 1986, 178 days in the year 1987 in Valsad district. It is wrong to say that he worked in Nadiad district. He did not work in the year 1988 to 1990. It is further submitted that he was re-engaged in the year 1991 and worked for 178 days in the year 1991, 165 days in the year 1992, 306 days in the year 1993 and 194 days in the year 1994 in Nadiad district. It is further submitted that after retrenchment of all the casual labours, the Labour Union requested the General Manager to reconsider the case, therefore, a committee was formed for civil absorption of casual labours which considered the case of all the casual labours but the second party workman was not fulfilling the criteria provided by the committee for absorption, therefore, he was retrenched after paying him retrenchment compensation of Rs.1203/- and notice pay of Rs.1770/-, thus total amount of Rs.2973/- which was sent to the workman by way of money order. It is wrong to say that the junior employees were retained and re-employed and notice and notice pay was not given to him. Thus there was no violation of Section 25 F, G and H of the Industrial Disputes Act. It is also submitted that the practice of engaging casual labours has been stopped since long and after introducing the latest technology for laying cables, installing poles, digging trenches and extension of cable work is considerable reduced and all these works are taken by way of outsourcing contracts. It is also noteworthy that this workman approached the Central Administrative Tribunal by way of moving a petition choosing the wrong jurisdiction. It is further submitted that this reference has been referred after a period of 10 years, therefore, it is not maintainable as held in State of Maharashtra V/s Dattatrya Digamber Virajdar, 2009 LLR(1) SC 132. Therefore, the reference is not maintainable and liable to be dismissed.

4. The second party workman submitted the documents vide list Ex. 9 which are admitted by the first party. The first party submitted the documents vide list Ex. 20 which are not admitted by the second party workman.

5. On the basis of the pleadings, the following issues arise:

i. Whether the action of management of General Manager, Nadiad Telecom District, Bharat Sanchar Nigam Limited, Nadiad/SDOT, Bharat Sanchar Nigam Limited, Borsad (Telecom Department) in terminating/discontinuing the services of Shri Firozkhan Samsherkhan Pathan without following due procedure under the provisions of the Industrial Disputes Act is legal, proper and justified?

ii. To what relief, if any, the concerned workman is entitled?

6. **Issue No. I and II:** As both the issues are interrelated, therefore, are decided together. The burden of proof of these issues lies on the second party workman who submitted the affidavit Ex. 22 reiterating the averments made in the statement of claim. In his cross-examination, he has admitted that he did not apply for job and was also not given any appointment letter but he used to do work as casual labour from February, 1985 to 1988 in the District Valsad of BSNL and he did not work anywhere in BSNL from 1989 to 1991. He has also admitted that thereafter, he was re-engaged in the year 1991 and worked for 178 days, 165 days in the year 1992, 306 days in the year 1993 and 194 days in the year 1994 in Nadiad district but he never received any money order for Rs.2973/- as said above in the written statement.

7. The first party BSNL submitted the affidavit Ex.26 of one Chandragouda Laxmangouda Patil, Assistant General Manager, (Administration and Legal), BSNL, reiterating the averments made in the written statement. However the Para 6 of the affidavit states as under: "The second party was engaged for the work which was not permanent nature. Due to change in advance technology the work like erecting of pole, installation of open wire lines etc. reduced day by day. Also it was directed by Assistant Director, N. Delhi vide letter dated 17.12.1993 that the services of all the casual

mazdoors who have not rendered at least 240 days of service in a year should be terminated after following the condition of the Industrial Disputes Act. Here the second party has not worked continuously for 240 days in a year. It was also directed that all those casual mazdoors ho were engaged during the period from 31.03.1985 to 22.06.1988 and who were still continuing for such work where they were initially engaged and who are not absent for more than 365 days be brought under scheme of temporary status. Hence the second party was not fulfilling the criteria mentioned above. Hence he was terminated by paying one month's notice pay Rs.1770/- and retrenchment compensation of Rs.1203/-, hence total Rs.2973/- was paid to the second party by money order. The money order was made in bulk of fifty workmen and the amount of Rs.138299/- was deposited with the Post Master Nadiad."

He was paid wages by way of vouchers. The tactics of engaging casual labours was stopped, therefore, no fresh casual labours was engaged after termination of this workman. He has not said anything to his examination-in-chief in his cross-examination. He has also admitted the genuineness of the documents filed by the second party workman vide list Ex. 9.

8. I considered the oral and written arguments of both the parties. The BSNL is a Public Sector Undertaking and has its rules and regulations regarding recruitment and without following the procedure of recruitment prevailing in the BSNL, appointments shall be called as back door entry. The second party workman has referred Secretary State of Karnataka V/s Uma Devi, 2006 SC C (L&S) 753, wherein the apex court has held that absorption, regularisation, permanent continuance of temporary contractors, casuals, daily wagers or ad-hoc employees appointed or recruited and continuing them for a long time in public department de-hors the constitutional scheme of public employment.

9. The second party workman has further referred Dipali Gundu Surwase V/s Kranti Junior Adhyapak Maha Mandal (D.Ed.) and others, 2013 (10) SCC 324 wherein the apex court has considered the question of back wages and it is declared that in case of illegal termination the normal relief is reinstatement with full back wages. Similar view has been taken by the apex court in the matter of Bhuvneshverkumar Dwivedi V/s M/s Hindalco Industries Ltd., 2014 (11) SCC-85.

10. The second party further referred Raghubir Singh V/s Haryana Roadways, 2014 AIR SCW 5515, wherein the apex court has decided the question of legality of termination and relief for the same. It was a case of bus conductor. Allegation was for collecting fair and not depositing it. The workman was appointed in the year 1976. He was charged under Section 409 of IPC and a criminal case for misappropriation was launched. The workman was arrested on 15.09.1994 and his services were terminated on 21.10.1994. The workman was bailout on 15.11.1994 and he reported for duty but the corporation has given verbal assurance for reinstatement after acquittal. The workman was acquitted on 11.07.2002 and again he reported for joining his duty but the corporation said that his services stood terminated w.e.f. 21.10.1994. Thereafter, an Industrial Dispute was raised and it was referred for adjudication to the Labour Court. The Labour Court has adjudicated the same and the award was passed. The termination was declared illegal and the corporation was directed to reinstate the workman with 60% back wages. Thereafter, the said award was challenged by the corporation and the High Court has remanded the case back to the Labour Court for fresh adjudication in the light of the applicability of the provision of Article 311(2)(b) of the Constitution of India. The Labour Court has rejected the reference in second round only on the ground of delay, saying that Industrial Dispute is time barred. The said award was challenged by the workman by way of filing petition in the High Court but the said petition was dismissed. The LPA was preferred by the workman and the same was also dismissed by the High Court. Thereafter, the said order was challenged by the workman in the Supreme Court. The Supreme Court has allowed the Special Leave Petition and the relief of reinstatement with back wages is granted with all consequential benefits. In the above referred circumstances, the Hon'ble Supreme Court has discussed several aspects and has passed the order. The Hon'ble Supreme Court has considered and discussed the judgement of Avon Services Production Agency (Pvt.) Ltd. V/s Industrial Tribunal, Haryana and Sapankumar Pandit V/s U.P. State Electricity Board (C) S.M. Nilanjkar V/s Telecom.

11. The second party further argued upon the judgements of Machinon Machenzie and Co. Ltd. V/s Machinon Employees Union, AIR 2015 (SC) 1373 and Durgapur Casual Workers Union V/s Food Corporation of India and Ors., 2015(1)LLJ 160 wherein the apex court has considered various judgements including the judgement in the case of Dipali Gundu Surwase and has granted the relief of reinstatement with full back wages and continuity of service. Thus once again it is declared that in case of illegal termination, the normal relief is reinstatement with full back wages and continuity of service. Therefore, the second party workman is entitled for the normal relief of reinstatement with full back wages, continuity and with all consequential benefits.

12. The second party further argued upon the judgement of State Trading Corporation of India Ltd. V/s Sushila Premjibhai Majithia and Anr. Reported in GLR – XLI (4) 3412 wherein the apex court has held that when daily wager or casual labours have completed the services of 240 days then they are also entitled for protection under Section 25 F of the Industrial Disputes Act. The second party further argued upon the judgement of Medical Officer, Primary Health Centre, Surendranagar V/s Dashrathsinh Gajubha Zala reported in 2012 (5) GLR-4085 wherein the apex court has held that when violation under Section 25 H is proved then calculation of 240 days is not required.

13. The second party further argued upon the judgements of D.K. Yadav V/s J.M.A. Industries Ltd., 1993 SCC (3) 259, Rajasthan State Road Transport V/s Zakir Husain in Civil Appeal No. 5176/2005 arising out from S.L.P. (Civil) No. 5798 of 2003 and the Manager V/s Pradiplumar, SCA No. 8588/2009, order dated 13.10.2010, it has been declared by the apex court that termination without enquiry is illegal.

14. From the perusal of oral and documentary evidence, it is admitted that the workman joined the service as casual worker on 01.02.1985 and worked till the year in 1987 in Valsad Telecom District with a detail of 196, 179 and 178 working days in the year 1985, 1986 and 1987 respectively. Thereafter, he worked for 178, 165, 306 and 194 days in the year 1991, 1992, 1993 and 1994 respectively in Nadiad Telecom District. Thus it can be said that the workman worked for reasonable long tenure in Valsad and Nadiad Telecom District, despite the same the committee formed in pursuance of letter no. 298/V/179 dated 22.09.1995 did not shortlist this workman for regularisation and no reasons have been given by the committee in its report Ex. 20/1 as to why this workman was left out from regularisation and absorption and the witness examined by the first party namely Chandragouda Laxmangouda Patil did not explain the reasons in his cross-examination as to why this workman who have worked for 306 days in the year 1993 and more than 170 days in the remaining year, was left from regularisation and absorption but as the reference has been preferred by way of dispute after a period of 10 years and no reasons have been given by the workman regarding the delay, therefore, it would be appropriate to award a lump-sum amount of Rs.100000/- (Rupees One Lac) as a final relief. Both the issues are decided accordingly.

15. The first party is directed to pay a lump-sum amount of Rs.100000/- (Rupees One Lac) as a final relief to the second party workman Firozkhan Samsherkhan Pathan within 30 days from the publication of this award.

16. The award is passed accordingly.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 15 फरवरी, 2019

का.आ. 388.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स, आयुक्त, पूर्वी दिल्ली नगर निगम नई दिल्ली और अन्य एवं उनके कर्मचारी के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, नई दिल्ली के पंचाट (संदर्भ संख्या 80/2016) को प्रकाशित करती है जो केन्द्रीय सरकार को 15.02.2019 को प्राप्त हुआ था ।

[सं. एल-42011/230/2015-आईआर (डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 15th February, 2019

S.O. 388.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 80/2016) of the Central Government Industrial Tribunal cum-Labour-Court-1, New Delhi, as shown in the Annexure, in the Industrial dispute between the employers in relation to the Commissioner, East Municipal Corporation of Delhi, New Delhi and Others, and their workmen which were received by the Central Government on 15.02.19.

[No. L-42011/230/2015-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

BEFORE SHRI AVTAR CHAND DOGRA : PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No.1. : NEW DELHI

ID No. 80/2016

S/Shri Rohtas and Shri Surender Singh,
Represented by MCD General Mazdoor Union (Regd.),
C/o. room No.95, Barrack No.1/10 Jam Nagar House,
Shahjahan Road,
New Delhi 110011. ...Workmen/Claiments

Versus

The Commissioner (East),
East Delhi Municipal Corporation,
Udyog Sadan, Plot No.419,
Near Patparganj Industrial Area,
Shahdara,
Delhi 110032. …Management/Respondnt

AWARD

This Award shall decide a reference which was made to this Tribunal by the Appropriate Government vide its letter No.L-42011/230/2015/IR(DU) dated 9/2/2016 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (in short the Act) for adjudication of an industrial dispute, terms of which are as under:-

> 'Whether Shri Rohtas s/o. Prem Raj and Shri Surender Singh s/o.Tilak Ram are entitled to be regularized w.e.f. 1/4/1988 as per the policy of the management and/or from the date of their junior s has been regularized w.e.f.1.04.1988 on the post of Mali revised from time to time with all consequential benefits ? If so, what directions are necessary in this respect?'

2. Both parties were put to notice and workmen/claimants Rohtas & Surender Singh filed joint statement of claim, with the averments inter alia that though initially they were engaged as Mali on muster roll basis in June, 1981 and October, 1981 respectively, however they were regularized w.e.f. 1st April, 1995 which is against the policy of the Management because as per the said policy, the workmen appointed between 1/4/1980 to 31/3/1985 are entitled to be regularized as Mali w.e.f.1/4/1988 in the regular pay scale. Even officials junior to the claimants namely Mam Chand s/o. Har Charn who was initially engaged on muster roll w.e.f. 4/3/1985, was regularized on 1/4/1990. The Management can not discriminate its own policy to deny the lawful rights for grant of regular status and equal pay for equal work. The claimants have filed on record copy of failure report of conciliation proceedings as well as espousal of dispute& certificate regarding registration &recognition of the Union. Prayer has been made to pass award regularization of service of the workmen/claimants w.e.f.1/4/1988 as per policy of the Management on the post of Mali alongwith all consequential benefits.

3. The claim of the Workmen/claimants has been resisted by the Management who filed its written statement and took preliminary objections that the workman were never on the initial employment on muster roll as Mali from June, 1981 and October, 1981 respectively. No proof of muster roll has been filed by the workmen and therefore their version that they joined the services of Management in the year 1981 can not be believed. It is alleged that regularization of the claimants have been done exactly as per the rules & regulations. Prayer has been made for dismissal of the claim petition.

4 Vide order dated 20/12/2016 following issues were framed by my learned Predecessor :-

(i) Whether the claimant was not in the employment of the management from June, 1981 as alleged ?

(ii) In terms of reference ?

(iii) Relief.

5. The Claimant in support of their case examined themselves as WW1 and WW2 who tendered their respective affidavits Ex.WW1/A & Ex.WW2/A and relied on the documents Ex.WW1/1 to Ex.WW1/2.

6. On the other hand, the Management examined one Shri Vijay Pal Sharma, Assistant Director (Horticulture) as MW1 who filed his affidavit Ex.MW1/A and relied on the documents Ex.MW1/1 to Ex.MW1/2.

7. I have heard Shri B.K. Prasad, A/R for the workman and Shri Anil Mishra, A/R for the Management and have also gone through the records carefully and my findings are as follows.

Issue No.1 and 2 :

8. These issues being co-related are taken up together and can be disposed of by a common discussion.

9. Contention of the management is that the claimants were not in the employment of the Management from June/October, 1981 and that the regularization of the workmen/claimants w.e.f. 1st April, 1995 have been done exactly as per the rules & regulations. Although Shri Vijay Pal Sharma MW1 has filed on record copies of the service book/s of the claimants herein as Ex.MW1/3 and Ex.MW1/4 to stress that the claimants were employed as Mali from 1st April, 1995, however this witness admitted in his cross examination that document Ex.WW1/1 filed on record by the claimants is not fake. Office order dated 11/4/1983 (Ex.WW1/1) has been issued by the Management itself and the names of the claimants herein namely Rohtas and Surender find mentioned at Sl.No.12 and 24 respectively, showing initial dates of their engagement as June, 1981 and February, 1982 – may be on muster roll basis. It is common knowledge that service book is prepared when an official is appointed on permanent/regular basis. In the face of document Ex.WW1/1, the contention of the Management that the claimants were employed only on 1/4/1995 as reflected in Ex.MW1/3 and Ex.MW1/4 is not sustainable and it is to be held that the claimants Rohtas and Surender were initially engaged on muster roll basis in June 1981 and February, 1982 respectively.

10. It is not in dispute that the claimants/workmen are still in the employment of Management and relationship of employer-employee between the Management and claimant stands established. It is also not in dispute that the claimants have been regularized to the post of Mali w.e.f. 1/4/1995, Now the question arises for consideration is whether the claimants were/are entitled to be regularized w.e.f. 1/4/1988 on the post of Mali or not.

11. It is fairly settled that there is no fundamental right of those workers who have been employed as daily wager or temporarily or on contractual/muster roll basis to claim that they have a right to be absorbed in service. Even such workers even serving for a long number of years will not become entitled to claim regularization if he/she is not working against a sanctioned post and that the Industrial Tribunal should not give direction/s for regularization only because a

worker has continued as daily wage worker/adhoc/temporary worker for number of year unless there is policy/scheme of the Management.

12. Hon'ble Supreme Court in the case of **Hari Nandan Prasad and another Vs. Food Corporation of India** 2014) 7 Supreme Court cases 190 observed as under :-

> "… We are of the opinion that when there are posts available, in the absence of any unfair labour practice, the Labour Court would not give direction for regularization only because a worker has continued as daily wage worker/adhoc/temporary worker for number of year. Further, if there are no posts available, such a direction for regularization would be impressible. In the abovesaid circumstances, giving of direction to regularise a person, only on the basis of number of years put in by such a worker as daily wager., may amount to backdoor entry into the service which is an anathema to Article 14 of the Constitution. Further such a direction would not be given when the concerned worker does not meet the eligibility requirement of the post in question as per the Recruitment Rules. **However, wherever it is found that similarly situated workmen are regularized by the employer itself under some scheme or otherwise and the workmen in question who have approached Industrial/Labour Court are at part with them, direction of regularization in such cases may be legally justified, otherwise non regularization of the left over workers itself would amount to invidious discrimination qua them in such cases and would be violative of Article 14 of the Constitution. Thus, the Industrial adjudicator would be achieving the equality of upholding Article 14 rather than violating this constitutional provision."**

From the above ruling, it is clear that ordinarily the Labour Court/Industrial Adjudicator should not issue direction for regularization of the workman engaged/working on casual/daily wage basis irrespective of his length of service unless there is a Scheme/policy of the Management & **similarly situated workmen have been regularized by the employer/Management under the said policy/Scheme and benefit of such scheme/policy has been declined to the other.**

13. It is evident from the document Ex.WW1/2 that the Management has already evolved a scheme/policy decision to regularize the muster roll workers and it provides that the muster roll workers engaged upto 31st March, 1982 in Horticulture Department may be regularized in the first instance w.e.f. 1/4/1988 in the category of Malies/Beldar in the pay-scale of Rs.750-940 (pre-revised). As discussed above, the claimants on the basis of office order of the Management Ex.WW1/1 have proved on record that they were initially engaged on muster roll basis in June 1981 and February, 1982 respectively. That is to say that they were engaged on muster roll basis prior to 31st March, 1982 – which is the cut off date for regularization in the first instance w.e.f. 1/4/1988 as per office order/policy Ex,WW1/1 issued by the Management and they were eligible for regularization w.e.f. 1/4/1988. However, the claimants/workmen herein have been regularized w.e.f. 1.4.1995. It is pertinent to mention here that as per averments made in para 4 of the claim petition, Mam Chand s/o. Har Charan and Hem Chand s/o. Tej Pal having been engaged on daily wage Malis/Beldar on 4/3/1985 and 12/5/1980 were regularized on 1/4/1990 and 1/4/1988 respectively, though they were juniors to the claimants/workmen. In reply thereto, the Management in its written statement while stating that it is a matter of record, has stated that the workmen as mentioned in para 4 were junior to Shri Rohtash and Shri Surender Singh as alleged. The Management has not given any justification why the officials junior to the claimants Rohtash and Surender Singh were regularized prior to them and why the claimants Rohtash and Surender Singh were considered for regularization when the officials junior to them were regularized. Since it stands proved on record that the officials juniors to the workmen/claimants herein have been regularized in service much prior to the date of regularization of the workmen/claimants, it is a case of discrimination. It will be worthwhile to refer to the decision of Hon'ble Supreme Court in the case of **Bal Kishan Vs. Delhi Administration and another (1990) I LLJ 61**, wherein their lordships observed as under :-

> "In service, there could be only one norm for confirmation or promotion of persons belonging to the same cadre. **No junior shall be confirmed or promoted without considering the case of his senior**. Any deviation from this principle will have demoralizing effect in service apart from being contrary to Article 16(1) of the Constitution."

14. Hon'ble the Apex Court in the case of **State of Punjab and others Vs. Jagjit Singh and others, 2017Lab.L.C. 427** while upholding the principle of "equal pay for equal work" even for temporary employees observed as under :-

> "The principle of "equal pay for equal work" can be extended to temporary employees (differently described as work-charged, daily wage, casual, ad-hoc, contractual and the like). It is fallacious to determine artificial parameters to deny fruits of labour. An employee engaged for the same work, can not be paid less than another, who performs the same duties and responsibilities. Certainly not, in a welfare State. Such an action besides being demeaning, strikes at the very foundation of human dignity. Any one, who is compelled to work at a lesser wage, does not do so voluntarily. He does so, to provide food and shelter to his family, at the cost of his self respect and dignity, at the cost of his self worth, and at the cost of his integrity. For he knows, that his dependents would suffer immensely, if he does not accept the lesser wage. Any act, of paying less wages, as compared to others similarly situate, constitutes an act of exploitative enslavement, emerging out of a domineering position. Undoubtedly, the action is oppressive, suppressive and coercive, as it compels involuntary subjugation. ''

15. As a sequel to the aforesaid discussion, this Tribunal is of the considered opinion that action of the Management in not regularizing the workmen Shri Rohtas and Shri Surender Singh on the basis of its policy/scheme Ex.WW1/1 w.e.f. 1/4/1988 is unjustified and illegal and it is held that the workmen were/are entitled to be regularized to the post of Mali w.e.f. 1/4/1988 instead from 1/4/1995. Both these issues are decided accordingly in favour of the claimants and against the Management.

Relief :-

In view of my aforesaid findings, the Management is directed to regularize the workmen/claimants herein to the post of Mali/Beldar with effect from 01/04/1988 and they shall be placed & granted in the pay-scale of Rs.750-940/- and be given all benefits of service w.e.f. 01/04/1988. Management shall make appropriate orders in this regard within a period of four weeks from publication of this Award. The Award is passed accordingly.

Date : 07.02.2019

AVTAR CHAND DOGRA, Presiding Officer

नई दिल्ली, 15 फरवरी, 2019

का.आ. 389.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स, रजिस्ट्रार,आईआईटी रुड़की और अन्य एवं उनके कर्मचारी के प्रबंधतंत्र संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, नई दिल्ली के पंचाट (संदर्भ संख्या 180/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 15.01.2019 को प्राप्त हुआ था ।

[सं. एल-42011/94/2012-आईआर (डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 15th February, 2019

S.O. 389.—In pursuance of Section 17 of the Industrial Dispute act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 180/2012) of the Central Government Industrial Tribunal cum-Labour-Court-1, New Delhi, as shown in the Annexure, in the Industrial dispute between the employers in relation to the Registrar, IIT Roorkee, and Others, and their workmen which were received by the Central Government on 15.01.2019.

[No. L-42011/94/2012-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

BEFORE SHRI AVTAR CHAND DOGRA : PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No.1. : NEW DELHI

ID No. 180/2012

Shri Surendra Kumar,
(The General Secretary),
IIT Roorkee Karamchari Union,
IIT Roorkee …Workman/Claimant

Versus

The Registrar,
IIT Roorkee
IIT Roorkee …Management/ Respondent

AWARD

This Award shall decide a reference which was made to this Tribunal by the Appropriate Government vide its letter No.L-42011/94/2012-IR(DU) dated 12th November, 2012 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (in short the Act) for adjudication of an industrial dispute, terms of which are as under:-

'Whether action of management of IIT Roorkee in not regularizing the workman Shri Surender Kumar s/o. Dal Chand, Chowkidar, despite rendering service for more than 23 years continuously is justified ? If not, what relief the said workman is entitled to ?'

2. Both parties were put to notice and workman Surendra Kumar filed his statement of claim, with the averments that he was inducted into the service of erstwhile University of Roorkee (later on converted into IIT Roorkee) as Helper (Gatekeeper) on muster roll basis w.e.f. July, 1991 and continues to work in the same capacity since then. He requested the Management for his regularization many a times but to no avail. It is pleaded that the Management IIT Roorkee chalked out a plan under the Scheme of Y-Pool workers for the consistent absorption/regularization of such workmen/employees whose names were included in the Y-Pool for which the applicant was not taken into confidence. Though some of the workmen who were not included in the Y-Pool list have been absorbed but the claimant has been deprived of his legitimate right of being placed on regular pay scale. The claimant approached the Management several times for grant of such benefits but to no avail. He has prayed that order be passed (a) for upgradation of the claimant as per career development policy for the category to which he belongs with effect from the date he becomes entitled to his promotion; (b) for payment of arrears arising out of his regularization in the different regular pay scales and (c) for extension of all amenities & facilities such as residential accommodation allowance, medical, transport etc. for which the claimant becomes entitled consequent to his regularization and up-gradation in the regular pay scales.

3. The claim of the Workman has been resisted by the Management who filed its written statement wherein it has been alleged that the claimant was one of those casual daily wage workers whose services were engaged by the erstwhile University of the Management as unskilled daily wager on 1/7/1991. Consequent upon agitation of such casual daily wage workers in the year 1993, a broad Memorandum of Understanding dated 22/11/1993 and 20/2/1996 was reduced into writing in the presence of Civil Administration inter-alia on the terms that the such daily wage workers would be considered for appointment against vacant posts according to their qualifications and on the basis of their seniority & performance/merit as per recruitment rules, regulations and guidelines. Advertisement from time to time including those dated 24/10/94, 21/11/94, 26/7/95, 13/6/95, 27/8/96 and 27/3/97 for regular vacancies were issued and applications were called from Y-Pool workers and accordingly 211 persons out of total 361 workers of Y-Pool were recruited/selected against the regular posts on the basis of their merit/qualifications and experience. The claimant had also applied for the post of Library Attendant as well as for Worker Grade-C in Mechanical Engg. Department of the respondent department, he was called for interview but was not shortlisted by the Screening Committee for want of requisite minimum qualification and experience in the relevant field. There was no automatic right for absorption or fresh appointment with respect to all the daily wage or contract workers. Though efforts on the part of Government to reduce the workers' strength was going on but the Management with the sole intention to accommodation Y-Pool workers placed an agenda in the year 2004 before the Finance Committee and Board of Governors for absorption/regularization of the rest of these Y Pool workers but the same was not accepted by the said Committee/Board. It is alleged that the Management is providing all the facilities viz. EPF, Pension, Gratuity, accommodation, revision of fixed wages, hospital facilities to the Y pool workers including the claimant. The engagement of the claimant was purely on casual, intermittent and temporary basis and in exigencies of work which was extended from time to time, the claim of the claimant for regularization of his services is ill founded and unjustified. Prayer has been made for dismissal of the claim petition.

4. Vide order dated 05/06/2013 my learned Predecessor observed that no specific issue except those referred by the Government for adjudication arises from the pleadings of the parties and as such parties were called upon to adduce their evidence.

5. The Claimant in support of his case examined himself as WW1 who tendered his affidavits Ex.WW1/A and relied on the documents Ex.WW1/1 and Ex.WW1/2. In cross examination he stated that he is inter pass and was engaged as Helper/Watchman without any advertisement. He also admitted about formulation of Y pool list by the Management; conducting of test/interviews for the posts exclusively for the 361 Nos. of workers in the Y pool list and that the Management had recruited/regularized 211 such workers in the Y pool List. He also admitted that for different posts, minimum qualifications have been prescribed and that against the advertised post, he had also applied for the post of Library Attendant and he was interviewed. He showed his ignorance that the Govt. of Uttar Pradesh imposed a ban on recruitment of non teaching staff vide orders dated 3/11/97 and 9/12/97. He also admitted that all eligible claimants/workmen whose names were there in the Y Pool list were given an opportunity to participate in the selection process for their absorption.

6. On the other hand, the Management examined one Shri Surendra Kumar Saini, Deputy Registrar (Legal) as MW1 who filed his affidavit Ex.MW1/A and relied on the documents Ex.MW1/1 to Ex.MW1/20. In cross examination he stated that category D posts have been abolished since 2006 and workmen/officials working in category-D are now termed as Multi Tasking Staff who are getting initial scale. While producing the regulations regarding the creation and pay-scale of different posts as Ex.MW1/W-5, he admitted that the posts created by Syndicate (Executive Body of Roorkee University) are in the pay scale approved by the State Government applicable at that time. He admitted that Management had created a single Y pool List but could not say whether at that time illiterate persons were regularized as Maali from the list of Y pool. He also admitted that Shri Bal Chand (mentioned at Sl.N.21) of list Ex.MW1/4 also being an illiterate was appointed as Safai Karamchari. Similarly incumbent at Sl.No.57, No.31 (Mahipal) and at Sl.No.80 (Tara Chand) in the said List all illiterate have been appointed as Safai Karamchari/Helper. He also admitted that the claimant/workman has worked for more than 240 days in a calendar year and is doing job regularly.

7. I have heard Shri Amit Sharma, A/R for the workman and Shri Sanjay Rawat, A/R for the Management and have also gone through the records carefully and my findings are as follows.

8. From the pleadings of the parties and evidence adduced on record, it is manifest that the claimant/workman having been engaged as Helper (Maali) on daily wage/ casual basis by the erstwhile University of Roorkee, has been under the employment of the Management since the year 1987 and he has been discharging duties as assigned to him. As such, it clearly establishes relationship of employer-employee between the Management and claimant. In this regard, reference can be made to the decision in the case of *Devinder Singh Vs. Municipal Council, Sanaur, AIR 2011 Supreme Courtt 2532,* wherein the Hon'ble Apex Court while interpreting the provisions of Section 2(S) of the Act which deals with the definition of "workman" has observed as under :-

> "*The source of employment, the quantum of recruitment, the terms & conditions of employment/ contract of service, the quantum of wages/ pay and mode of payment are not at all relevant for deciding whether or not a person is a workman within the meaning of Section 2(s) of the Act. The definition of workman also does not make any distinction between full time and part time employee or a person appointed on contract basis. There is nothing in the plain language of Section 2(s) from which it can be inferred that only person employed on regular basis or a person employed for doing whole time job is a workman and the one employed on temporary, part time or contract basis on fixed wages or as a casual employee or for doing duty for fixed hours is not a workman.*"

It is clear from the perusal of aforesaid observations that even if a person is engaged on temporary, part time or contract basis or for doing any other kind of work and is duly paid wages for the said work, in that eventuality such a person would be covered by the definition of "workman" as provided in Section 2(S) of the Act.

9. As discussed above, in the case in hand engagement of the claimant on contract/casual basis for doing the work of Maali, is duly admitted by the Management as per its pleadings and evidence adduced on record. It is not in dispute that the workman/claimant is still working on contractual engagement under Y-1 category and is paid fixed monthly emoluments in respect of his services, that is to say that he is being paid minimum in the scale without any increment or promotion etc. for want of regularization.

10. During the course of arguments, learned A/R for the Management relied on a number of judgements to contend that there is no fundamental right of those workers who have been employed as daily wager or temporarily or on contractual basis to claim that they have a right to be absorbed in service. Even such workers even serving for a long number of years will not become entitle to claim regularization if he is not working against a sanctioned post.

11. There is no dispute about preposition of law on the point. Hon'ble Supreme Court in the case of **Hari Nandan Prasad and another Vs. Food Corporation of India** 2014) 7 Supreme Court cases 190 held as under :-

> "… We are of the opinion that when there are posts available, in the absence of any unfair labour practice, the Labour Court would not give direction for regularization only because a worker has continued as daily wage worker/adhoc/temporary worker for number of year. Further, if there are no posts available, such a direction for regularization would be impressible. In the abovesaid circumstances, giving of direction to regularise a person, only on the basis of number of years put in by such a worker as daily wager et., may amount to backdoor entry into the service which is an anathema to Article 14 of the Constitution. Further such a direction would not be given when the concerned worker does not meet the eligibility requirement of the post in question as per the Recruitment Rules. **However, wherever it is found that similarly situated workmen are regularized by the employer itself under some scheme or otherwise and the workmen in question who have approached Industrial/Labour Court are at part with them, direction of regularization in such cases may be legally justified, otherwise non regularization of the left over workers itself would amount to invidious discrimination qua them in such cases and would be violative of Article 14 of the Constitution. Thus, the Industrial adjudicator would be achieving the equality of upholding Article 14 rather than violating this constitutional provision."**

From the above ruling, it is clear that ordinarily the Labour Court/Industrial Adjudicator should not issue direction for regularization of the workman engaged/working on casual/daily wage basis irrespective of his length of service unless there is a Scheme/policy of the Management & **similarly situated workmen have been regularized by the employer/Management under the said policy/Scheme and benefit of such scheme/policy has been declined to the other.**

12. It is not in dispute that after agitation of casual daily wage workers engaged in the erstwhile University of Roorkee in the year 1993, Memorandums of Understanding dated 22/11/1993 and 20/2/1996 were reduced into writing and subsequently, the Management had prepared a Y list of such workers for the purposes of their regularization against the vacant posts. As per written statement of the Management, 211 workers out of total 361 workers of Y-Pool list have already been appointed/ regularized and are being given regular pay scale. Management had intended to accommodate and give benefit of regularization to remaining Y-Pool workers and had placed an agenda in the year 2004 before the Finance Committee and Board of Governors for absorption/regularization of the remaining/left over Y Pool workers but the same was not accepted by the said Committee/Board. This impliedly shows that a scheme/policy was formulated by the Management for regularizing the services of the workmen engaged on daily wage/casual basis. Document/notification dated 27/8/1996 (Ex.MW1/5 colly) issued by University of Roorki shows that for the post of Helper in the pay-scale of Rs.750-940/- eligibility criteria of education/experience was that the incumbent should be 8th class pass having one year experience in the field. It shows that the workman/claimant who was engaged in the year 1991 was eligible to be considered for the said post of Helper and at the later stage in the year 1996-97 when vacancies arose, he had got requisite experience in the line. It is also evident from the testimony of MW1 Surender Kumar Saini,

Deputy Registrar (Legal) that the Management has appointed/regularized the services of various other workers who were/are similarly placed with the claimant on the issue of literacy, were named in the Y Pool list (Ex.MW1/4). Shri Bal Chand (mentioned at Sl.N.21), Mahipal (at Sl.No.31 and Tara Chand (at Sl.No.80) being all illiterate are few of them and they have been placed in the regular pay-scale. Perusal of the said list also shows that there are other workmen who are illiterate but have been regularized as group-D for the post of Helper, Sweeper, Mali etc and reference may be made to the workmen shown at Sl.No.44,48, 67, 82, 85 to 89, 108, 114, 117, 139, 190, 201 of the said list. They have been regularized & are being paid wages in the regular pay-scale. On the contrary, the claimant/workman who is inter pass is being paid wages at a fixed consolidated rate at the minimum of the scale and that is to say that the workman/claimant is being paid lesser pay than those who are similarly placed and are doing the same/equal work.

13. Hon'ble the Apex Court in the case of **State of Punjab and others Vs. Jagjit Singh and others, 2017Lab.L.C. 427** while upholding the principle of "equal pay for equal work" even for temporary employees observed as under :-

> "The principle of "equal pay for equal work" can be extended to temporary employees (differently described as work-charged, daily wage, casual, adhoc, contractual and the like). It is fallacious to determine artificial parameters to deny fruits of labour. An employee engaged for the same work, can not be paid less than another, who performs the same duties and responsibilities. Certainly not, in a welfare State. Such an action besides being demeaning, strikes at the very foundation of human dignity. Any one, who is compelled to work at a lesser wage, does not do so voluntarily. He does so, to provide food and shelter to his family, at the cost of his self respect and dignity, at the cost of his self worth, and at the cost of his integrity. For he knows, that his dependents would suffer immensely, if he does not accept the lesser wage. Any act, of paying less wages, as compared to others similarly situate, constitutes an act of exploitative enslavement, emerging out of a domineering position. Undoubtedly, the action is oppressive, suppressive and coercive, as it compels involuntary subjugation. ''

14. Having regard to the above, this Tribunal is of the considered opinion that action of the Management in not regularizing the workman Shri Keshwar Prasad, Helper (Mali) despite rendering service for more than 35 years continuously is unjustified and unwarranted. The workman /claimant is entitled to be regularized to the post of Mali.

15. Now the question arises for consideration is as to from which date the workman/claimant is entitled to be given benefit of regularization. Neither in the statement of claim, the workman/claimant has pleaded that he had made any written representation or demand/legal letter to the Management for consideration of his demand of regularization, nor he has filed any such document on record. It is pertinent to mention here that on the controversy between the parties, the reference to this Tribunal was made by the Appropriate Government vide letter dated 12/11/2012. In these circumstances, this Tribunal is of the considered view that the workman/claimant is entitled to get benefit of regularization to the post of Helper in the regular pay-scale existing to the said post from 12/11/2012 with all consequential benefits viz. annual increment and other prevalent benefits/facilities like HRA, transport, medical facility etc.

Relief :-

In view of my aforesaid findings, the Management is directed to regularize the workman/claimant to the post of Helper (Mali) w.e.f. 12/11/2012 in the regular pay-scale of Helper (Watchman/Gatekeeper), with all consequential benefits and arrears of the same be also paid to him. The Award is passed accordingly.

Date : 07.01.2019

AVTAR CHAND DOGRA, Presiding Officer

नई दिल्ली, 15 फरवरी, 2019

का.आ. 390.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स, औद्योगिक निदेशालय, मिजोरम सरकार, मिजोरम पविलियन, नई दिल्ली, और अन्य एवं उनके कर्मचारी के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1 नई दिल्ली के पंचाट (संदर्भ संख्या 114/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 15.02.2019 को प्राप्त हुआ था।

[सं. एल-42012/70/2015-आईआर (डीयू)]

राजेंद्र जोशी, उप निदेशक

New Delhi, the 15th February, 2019

S.O. 390.—In pursuance of Section 17 of the Industrial Dispute act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 114/2015) of the Central Government Industrial Tribunal cum-Labour-Court-1, New Delhi, as shown in the Annexure, in the Industrial dispute between the employers in relation to the Directorate of Industrial, Govt. of Mizoram, Mizoram Pavilian New Delhi and Others, and their workmen which were received by the Central Government on 15.02.2019.

[No. L-42012/70/2015-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

IN THE COURT OF SHRI AVTAR CHAND DOGRA PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No.1, DWARKA COURTS COMPLEX : NEW DELHI

ID No. 114/2015

Shri Kishan Dev Kumar,
S/o. Shri Saroop Mandal,
R/o. C-41/268 Janta Camp T-Huts,
Mathura Road,
Delhi 110001. …Workman/Claimant

Versus

(1) Directorate of Industries,
Govt. of Mizoram, Mizoram Pavilian,
Hall No.16, Pragati Maidan,
New Delhi 110001.

(2) M/o.Commerce & Industries,
D/O. Industrial Policy and Promotion,
Udyog Bhawan,
New Delhi 110001.

…Management

AWARD

This Award shall dispose of a reference which was made to this Tribunal by the appropriate Government vide its letter No. L-42012/70/ 2015-IR(DU) dated 20.04.2015 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(in short the Act) for adjudication of an industrial dispute, terms of which are as under:

> 'Whether termination of Shri Krishna Dev Kumar s/o. Shri Saroop Mandal from the Mizoram Pavilian ITPO New Delhi under the Director of Industries, Govt. of Mizoram w.e.f. 16.10.2010 is just, fair & legal ? If no, what relief the workman concerned is entitled to ?'

2. Both parties were put to notice and the claimant/workman Kishan Dev Kumar filed statement of claim, with the averments that he was engaged as Peon on work charge daily wage basis by the Management vide office order dated 1/12/1992 and since then, the claimant was serving continuously for the last 18 years. It is alleged that claimant was not paid minimum wages as per notifications issued by the Govt. from time to time under the Minimum Wages Act and lastly he was drawing Rs.3193/- per month which is less than the minimum wages as prevailing in Delhi. The workman requested the management verbally for making the payment of minimum wages and also appointing him on regular basis but the Management annoyed and threatened to transfer him to Mizoram. Ultimately the workman was transferred to Mizoram and the workman requested verbally as well as in writing to the Head Office and Local office but his request was not acceded to and ultimately the Management terminated the services of the workman w.e.f. 16/10/2010 vide order dated 26/10/2010, in illegal way, without conducting any enquiry or without serving any charge sheet. A legal/demand notice dated 10/5/2013 followed by reminder letter dated 21/8/2013 was sent to the Management but to no response. Thereafter the workman approached the Conciliation Officer but to no avail as the Management refused to accept the demand of the workman. It is pleaded that the workman is a poor person, having no source of income and is unemployed since after termination of his services on 16/10/2010. Prayer has been made for his reinstatement into service with continuity of service and with full back wages and all permissible benefits.

3. The claim petition has been resisted by the Management who filed its written statement/counter affidavit, stating that the claimant was engaged on 1/12/1992 to serve in the Emporium of Industries Department, located within Mizorm Pavilion, Hall No.16, Pragati Maidan, New Delhi, whereas another workman Hiralal was also engaged on 13/11/1992. During the month of IITF, their services were very useful for the department but when the IITF season was over or after the emporium was abolished after some years, the requirement & nature of work left could be performed by one employee. During the period from 2009 to 2010, due to superannuation pension and expiry of staff, there was an acute shortage of group-D staff at the Directorate of Industries and hence the Management decided to transfer one of the

Muster Roll workers and the claimant being junior of the two was transferred to Mizoram vide order dated 24/3/2010. However, the claimant did not comply with the said transfer order and he was given show cause notice on 12/5/2010 stating that if he did not join his post at the Directorate of Industries within the month of May, 2010, necessary action will be taken against him. The claimant replied to the show cause notice, stating that he did not receive the transfer order and as such, he was given another chance to join his services at Mizoram within one month i.e. till last day of July, 2010 and he was even offered special consideration for reimbursement of train and bus fares from New Delhi to Aizawal, State of Mizoram. The claimant then sent another letter giving lame excuses for non joining at the Aizawal which was duly replied vide letter dated 24/8/2010 by the Management giving him warning that if he did not join at the end of August, 2010. Action will be taken against him. The claimant again gave reply to the said letter, taking feeble excuses and keeping in view his conduct & non cooperative behavior, he was served with a show cause notice dated 16/9/2010 and ultimately the Management terminated the services of the claimant vide letter dated 26/10/2010. It has been alleged that the claimant was not a regular employed and was engaged as a daily wage casual labourer and hence the Management had no liability to hold a departmental enquiry against the claimant and question of retrenchment compensation under Section 25-F of the Act does not arise. Prayer has been made for dismissal of the claim petition with costs.

4. The claimant/workman filed rejoinder wherein he denied all the allegations made by the Management and reiterated her own case as set up in the claim petition.

5. On the pleadings of the parties, my learned Predecessor vide order dated 29/07/2016 observed that no specific issue except the one referred by the appropriate Government arose for adjudication and hence, parties were called upon to adduce their respective evidence.

6. The Claimant in support of his case examined himself as W.W.1 and tendered her affidavit Ex.WW1/A alongwith documents Ex.WW1/1 to WW1/16.

7. On the other hand, the Management in order to rebut the case of the claimant examined Shri D.K. Chakraborty, Project Manager, who tendered his evidence by way of affidavit Ex.MW1/A and relied on the document Ex.MW1/1 to Ex.MW1/11.

8. I have carefully gone through the evidence adduced on record by both the parties and have give my thoughtful consideration to contentions of Shri Subhash Kumar, A/R for the claimant as none had appeared on behalf of the Management to address arguments.

9. From the pleadings of the parties and evidence adduced on record, it is manifest that the claimant/workman was engaged as casual daily wage labourer/Group-D staff (Peon) on 1st December, 1992 and continued to work as such at Mizoram Pavilion Hall No.16, Pragati Maidan, New Delhi till 2009-2010. It is evident from the engagement card Ex.WW1/9 and Ex.WW1/10, that the claimant engaged as Chowkiday (unskilled worker) was paid wages @ Rs.103/- per day during the year 2008-2009 and that is to say that he was paid Rs.3193/- per month. It is also evident from the evidence adduced on record that the services of the claimant were terminated vide order Ex.MW1/10 (dated 26-10-2010) w.e.f. 16/10/2010. Thus, it stands proved on record that the claimant had been working as casual/daily wage worker with the Management from 1992 to 16-10-2010 and as such, to my mind, the claimant is a "workman" within the definition of Section 2(S) of the Act. In this regard, reference can be made to the decision in the case of *Devinder Singh Vs. Municipal Council, Sanaur, AIR 2011 Supreme Court 2532,* wherein the Hon'ble Apex Court while interpreting the provisions of Section 2(S) of the Act which deals with the definition of "workman" has observed as under :-

> "*The source of employment, the quantum of recruitment, the terms & conditions of employment/ contract of service, the quantum of wages/ pay and mode of payment are not at all relevant for deciding whether or not a person is a workman within the meaning of Section 2(s) of the Act. The definition of workman also does not make any distinction between full time and part time employee or a person appointed on contract basis. There is nothing in the plain language of Section 2(s) from which it can be inferred that only person employed on regular basis or a person employed for doing whole time job is a workman and the one employed on temporary, part time or contract basis on fixed wages or as a casual employee or for doing duty for fixed hours is not a workman.*"

It is clear from the perusal of aforesaid observations that even if a person is engaged on temporary, part time or contract basis or for doing any other kind of work and is duly paid wages for the said work, in that eventuality such a person would be covered by the definition of "workman" as provided in Section 2(S) of the Act.

10. As discussed above, in the case in hand engagement of the claimant as casual worker stands established and as such this Tribunal has no hesitation to hold that there existed relationship of Employer-employee between the Management and the claimant herein and that the claimant had been working as casual worker with the Management for about 18 years prior to his termination w.e.f. 16/10/2010.

11. The vital question now arises for consideration is as to whether termination of the claimant is illegal and against the provisions of the Act. This Tribunal has already held that the claimant was the "Workman" for the purposes of the Act. Case of the Management is that due to exigency viz. closure of IITF work at Delhi, the claimant was transferred from New Delhi to Aizawal, Mizoram vide order dated 24/3/2010 but he did not comply with the said transfer order and that is why a show cause notice dated 12/5/2010 was issued to him, asking him to join at the Directorate of Industries, Mizoram within the month of May, 2010. The claimant replied to the show cause notice, stating that he did not receive the transfer order and as such, the claimant was given another chance to join his services at Mizoram within one month

i.e. till last day of July, 2010 and he was even offered special consideration for reimbursement of train and bus fares from New Delhi to Aizawal, State of Mizoram. But then the claimant then sent another letter giving lame excuses for non joining at the Aizawal which was duly replied vide letter dated 24/8/2010 by the Management giving him warning that if he did not join at the end of August, 2010. Action will be taken against him. The claimant again gave reply to the said letter, taking feeble excuses and keeping in view his conduct & non-cooperative behavior, he was served with a show cause notice dated 16/9/2010 and ultimately, the Management terminated the services of the claimant vide letter dated 26/10/2010 w.ef.16/10/2010. The claimant made representations Ex.MW1/5, Ex.MW1/7 and Ex.MW1/9, giving his plight and family situation to join at Aizawal. It is pertinent to mention here that the claimant was engaged for performing duties at Mizoram Pavilion at Delhi and was just getting Rs.3000/- or so per month in the year 2010 when he was sought to be transferred to Aizawal, Mizoram from Delhi. It was argued on behalf of the claimant that approach of the Management in transferring him from Delhi to Aizawal, Mizoram was/is quite harsh as it was difficult for the claimant to maintain himself & his family members at Mizoram with meager wages of Rs.3000/- per month and it virtually amounted to change of service conditions of the workman/claimant, whereas it was contended on behalf of the Management that the claimant was transferred to Aizawal, Mizoram because his services were not required at New Delhi and at present there is no post available in Delhi where the claimant can be accommodated. Be that as it may, the fact remains that the Management did not issue any notice to the claimant before ordering his termination, nor has paid one month's salary in lieu of such notice as required under Section 25-F of the Act. I may mention that provisions of Section 25-F of the Act which provides for conditions precedent to retrenchment of workmen, are absolute and inexorable and it reads as under :-

"25-F : **Conditions precedent to retrenchment of workmen** –

No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until –

(a) The workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;

(b) The workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed years of continuous service or any part thereof in excess of six months; and

(c) Notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette."

The above provision makes it clear that the employer is required to give notice to the appropriate Government apart-from giving one month's notice in writing or one month's wages in lieu of such notice and payment of retrenchment compensation to the concerned workman.

12. There is long line of decisions of Hon'ble Apex Court as well as of various High Courts that provisions of Section 25-F of the Act are mandatory in nature and termination of the workman from services in derogation of the provisions of Section 25-F of the Act will render whole action of the Management Bank to be illegal and wrong under the law. As such, it is held that action of the Management in terminating/disengaging the services of the claimant herein was unjustified and illegal.

13. Now the crucial question for consideration is whether the claimant is entitled to any incidental relief of payment of back wages and/or reinstatement of service. There is pleading in the claim petition as well as evidence to the effect that the workman is unemployed since the day of his termination and has got no source of his livelihood.. The Management has not adduced any evidence to show that the claimant is gainfully employed somewhere else or that he is in a position to make his both ends meet by doing any work. Even if it is assumed that the claimant is doing some intermittent or ad-hoc work to make his both ends meet, that would not itself amount to gainful employment.

14. Since there is no evidence on record that any valid notice was issued by the Management to the workman at the time of termination or in lieu of such notice, any compensation was paid to her, as such action of the Management in terminating the services of the workman w.e.f. 16/10/2010 is held to be illegal and void.

15. Now the residual question is whether the claimant/work is entitled to any incidental relief of payment of back wages and/or reinstatement of service with full back wages. It is proved on record that claimant was working as casual worker in the Management for the last about 18 years prior to his termination vide order dated 26/10/2010 w.e.f. 16/10/2010. There is no show cause notice or charge-sheet issued to the claimant/workman by the Management. Moreover, the job of the workman to perform duties of Peon is of perennial and regular nature. The claimant has pleaded and testified that he is totally unemployed since his termination.

16). The Hon'ble Apex Court in case ***"Deepali Gundu Surwase v. Kranti Junior Adhyapak Mahavidyalaya"*** reported as (2013) 10 SCC 324 has held as under :

"The propositions which can be culled out from the aforementioned judgments are :

(i) In cases of wrongful termination of service, reinstatement with continuity of service and back wages is the normal rule.

(ii) Ordinarily, an employee or workman whose services are terminated and who is desirous of getting back wages is required to either plead or at least make a statement before the adjudicating authority or the Court of first instance that he/she was not gainfully employed or was employed on lesser wages. If the employer wants to avoid payment of full back wages, then I has to plead and also lead cogent evidence to prove that the employee/workman wads gainfully employed and was getting wages equal to the wages he/she wads drawing prior to the termination of service. This is so because it is settled law that the burden of proof of the existence of a particular fact lies on the person who makes a positive averments about its existence. It is always easier to prove a positive fact than to prove a negative fact. Therefore, once the employee shows that he was employed, the onus lies on the employer to specifically plead and prove that the employee was gainfully employed and was getting the same or substantially similar emoluments."

17. The Hon'ble Apex Court also held that different expressions are used for describing the consequence of termination of a workman's service/employment/engagement by way of retrenchment without complying with the mandate of Section 25F of the Act. Sometimes it has been termed as ab initio void, sometimes as illegal per se, sometime as nullity and sometimes as non est. Leaving aside the legal semantics, we have no hesitation to hold that termination of service of an employee by way of retrenchment without complying with the requirement of giving one month's notice or pay in lieu thereof and compensation in terms of Section 25F (a) and (b) has the effect of rendering the action of the employer a nullity and the employee is entitled to continue in employment as if his service was not terminated. (*Anoop Sharma Vs. Executive Engineer, Public Health Division No.1 Panipat* (2010) 5 SCC 497).

18. A Bench of three Judges of the Hon'ble Supreme Court in the case of Hindustan Tin Works Private Limited v. Employees of Hindustan Tin Works Private Limited (1979) 2 SCC 80 held that relief of reinstatement with continuity of service can be granted where termination of service is found to be invalid. It would mean that the employer has taken away illegally the right to work of the workman contrary to the relevant law or in breach of contract and simultaneously deprived the workman of his earnings. If thus the act of employer is found to be totally illegal and arbitrary, in that eventuality the workman is required to be reinstated, with full back wages. Plain common sense also dictates that the removal of an order terminating the services of workmen must ordinarily lead to the reinstatement of the services of the workmen alongwith payment of back wages.

19. However, Hon'ble Apex Court in the case **General Manager, Haryana Roadways Vs. Rudan Singh, reported as 2005 SCC (L&S) 716** observed as under :-

"8. There is no rule of thumb that in every case where the Industrial Tribunal gives a finding that the termination of service was in violation of Section 25-F of the Act, entire back wages should be awarded. A host of factors like the manner and method of selection and appointment i.e. whether after proper advertisement of the vacancy or inviting applications from the employment exchange, nature of appointment namely, whether ad hoc, short term, daily wage, temporary or permanent in character, any special qualification required for the job and the like should be weighed and balanced in taking a decision regarding award of back wages. ***One of the important factors which has to be taken into consideration is the length of service, which the workman had rendered with the employer. If the workman has rendered a considerable period of service and his services are wrongfully terminated, he may be awarded full or partial back wages keeping in view the fact that at this age and the qualification possessed by him he may not be in a position to get another employment. However, where the total length of service rendered by a workman is very small, the award of back wages for the complete period i.e. from the date of termination till the date of the award, which our experience shows is often quite large, would be wholly inappropriate.*** *A regular service of permanent character cannot be compared to short or intermittent daily wage employment though it may be for 240 days in a calendar year."*

20. Yet in another latest case of **Bholanath Lal and others Vs. Shree Om Enterprises (P) Ltd., Manu/DE/1922/2018** (decided on 10/5/2018), Hon'ble High Court of Delhi while considering the question of illegal termination and reinstatement held as under :-

"The cases in which the competent court or tribunal finds that the employer has acted in gross violation of the statutory provisions and/or the principles of natural justice or is guilty of victimizing the employee or workman, then the court or tribunal concerned will be fully justified in directing payment of full back wages. In such cases, the superior courts should not exercise power under Article 226 or 136 of the Constitution and interfere with the award passed by the Labour Court, etc. merely because there is a possibility of forming a different opinion on the entitlement of the employee/workman to get full back wages or the employer's obligation to pay the same The courts must always keep in view that that in the cases of wrongful/illegal termination of service, the wrongdoer is the employer and the sufferer is the employee./workman and there is no justification to give a premium to the employer of his wrongdoings by relieving him of the burden to pay to the employee/ workman his dues in the form of full back wages."

A similar view has been taken in the case of **Delhi Jal Board Vs. Vimal Kumar (decided on 5-4-2018) MANU/de/1322/2018** wherein service of a casual driver was terminated without any notice or payment of one month's salary in lieu of such notice. The Industrial Tribunal answering the reference held the action of the management to be illegal and in violation of Section 25-F of the Act. The Award was upheld by Hon'ble High Court of Delhi by observing as under :-

"In view of the above discussion, I am unable to discern any illegality or infirmity in the impugned Award, dated 29th May, 2003, of the Labour Court, to the extent that it holds the termination of the services of the respondent, by the petitioner, to be illegal and unlawful. I am entirely in agreement with the finding, of the Labour Court, that the services of the respondent were retrenched in violation of Section 25-F of the ID Act and that, therefore, he was entitled to be reinstated in service with all consequential benefits. In view of the fact that going by the age of the respondent as disclosed in the counter affidavit filed before this Court, he would, today, be only 50 years of age, and also in view of the fact that the termination of his services as SCM Driver was not on account of any deficiency or shortcoming detected in the manner of discharge by the respondent, of his duties as such, I am of the opinion, that the facts of the present case, do not warrant any interference with the direction, of the Labour Court, to the petitioner to reinstate the respondent in service with the benefit of continuity of service. The petitioner is, therefore, directed to reinstate the respondent in service forthwith.

Inasmuch as the respondent has not been rendering any service to the petitioner since the date of his termination, however, the back wages payable to the respondent would be limited to 50 per cent of the wages which he would have drawn he had continued to serve the petitioner….."

21. Having regard to the legal position as discussed above and the fact that the claimant was performing duty to a post of regular and perennial nature, this Tribunal is of the firm view that the claimant herein is entitled for reinstatement into service on the same post, with 50 per cent back wages, iinasmuch as termination of the claimant/workman is per-se illegal and the claimant/workman is not gainfully employed anywhere since after his termination by the Management. Award is passed accordingly.

Date : 07.02.2019

AVTAR CHAND DOGRA, Presiding Officer

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